

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TO BE DETERMINED BY AT AWARD**

**I-84 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

**I-85 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2015)**

**I-86 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)**

**I-87 FAR 52.245-9 USE AND CHARGES (APR 2012)**

**I-88 FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)**

**I-89 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I-90 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to contract **TBD**. This may be confirmed by contacting Noelle Mills.

**I-91 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

Noelle Mills, Contracting Officer  
US EPA  
26 W Martin Luther King Drive  
Mail Stop: NWD-001  
Cincinnati, OH 45268-0001

**I-92 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)****I-93 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)****I-94 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)****I-95 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)****I-96 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This web address can be used to access the FAR at <http://farsite.hill.af.mil/vffara.htm>

This web address can be used to access the EPAAR - [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

**I-97 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**I-98 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**



**I-99 APPLICABLE CLAUSES**

(a) The following clauses apply only to firm-fixed-price task order:

<b>52.229-3</b>	<b>FEDERAL, STATE AND LOCAL TAXES</b>
<b>52.232-1</b>	<b>PAYMENTS</b>
<b>52.232-8</b>	<b>DISCOUNTS FOR PROMPT PAYMENT</b>
<b>52.232-11</b>	<b>EXTRAS</b>
<b>52.243-1</b>	<b>CHANGES –FIXED PRICE ALTERNATE II</b>
<b>52.245-1</b>	<b>GOVERNMENT PROPERTY</b>
<b>52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b>
<b>52.249-8</b>	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b>

(b) The following clauses apply only to the cost reimbursement task orders:

<b>52.216-7</b>	<b>ALLOWABLE COST AND PAYMENT</b>
<b>52.216-8</b>	<b>FIXED FEE</b>
<b>52.222-2</b>	<b>PAYMENT OF OVERTIME PREMIUMS</b>
<b>52.232-20</b>	<b>LIMITATION OF COST</b>
<b>52.232-22</b>	<b>LIMITATION OF FUNDS</b>
<b>52.232-25</b>	<b>PROMPT PAYMENT ALTERNATE I</b>
<b>52.233-3</b>	<b>PROTEST AFTER AWARD ALTERNATE I</b>
<b>52.242-3</b>	<b>PENALTIES FOR UNALLOWABLE COSTS</b>
<b>52.242-4</b>	<b>CERTIFICATION OF FINAL INDIRECT COSTS</b>
<b>52.243-2</b>	<b>CHANGES-COST REIMBURSEMENT ALTERNATE II</b>
<b>52.244-2</b>	<b>SUBCONTRACTS ALTERNATE I</b>
<b>52.245-1</b>	<b>GOVERNMENT PROPERTY</b>
<b>52.249-6</b>	<b>TERMINATION (COST REIMBURSEMENT)</b>
<b>52.249-14</b>	<b>EXCUSABLE DELAYS</b>

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Number of Pages</b>
1	Performance Work Statement	118
2	Reports of Work	2
3	Labor Classifications	2
4	Quality Assurance Surveillance Plan (QASP)	2
5	Contractor's Quality Management Plan (QMP)	TBD
6	Contractor's Organizational Conflict of Interest (OCOI) Plan	TBD
7	Contractor's Small Business Subcontracting Plan (If Applicable)	TBD
8	Client Authorization Letter	1
9	Past Performance Questionnaire	2

## SECTION K - Representations, Certifications, and Other Statements of Bidders

### *K-1 Clauses*

#### **K-1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.

(2) The small business size standard is **\$15,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☒ (i) 52.204-17, Ownership or Control of Offeror

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months,

are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<b>FAR Clause No.</b>	<b>Title</b>	<b>Date</b>	<b>Change</b>

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K-2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

**K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**K-4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**K-5 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)**

The offeror \_\_\_ is \_\_\_ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

**K-6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2014)**

(a) *Definitions.* As used in this provision-

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and



- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - 541611.

(2) The small business size standard is \$15,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or

names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-7 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement - Cost Accounting Practices and Certification**

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

**K-8 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K-9 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984)**

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

**K-10 LOCAL CLAUSES EPA-K-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste,

fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## SECTION L - Instructions, Conditions, and Notices to Bidders

### *L-1 Clauses*

#### **L-1 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**

#### **L-2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)**

#### **L-3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

#### **L-4 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010) - ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: **TBD in applicable Task Orders**

#### **L-5 FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)**

#### **L-6 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of an indefinite delivery/indefinite quantity (ID/IQ) type contract resulting from this solicitation.

#### **L-7 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)**

#### **L-8 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Noelle Mills, U.S.EPA, Cincinnati Procurement Operations Division, 4411 Montgomery Road, Suite 300 Norwood, OH 45212.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L-9 FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (MAR 2015)**

(a) *Definitions.* As used in this provision-

*Adjusted hourly rate (including uncompensated overtime)* is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work

week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45 = \$17.78).

*Uncompensated overtime* means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

#### **L-10 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - [www.acquisition.gov/far/](http://www.acquisition.gov/far/)

A copy of the EPA Acquisition Regulations - [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

#### **L-11 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **L-12 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information



concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L-13 EPAAR 1552.215-73 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION. (AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name: \_\_\_\_\_

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

\_\_\_\_\_

\_\_\_\_\_

(c) Telephone Number: \_\_\_\_\_

(d) Individual(s) to contact re. this proposal: \_\_\_\_\_

\_\_\_\_\_

(e) Cognizant Government:

Audit Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Auditor: \_\_\_\_\_

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts \$ \_\_\_\_\_

Government fixed-price prime contracts and subcontracts \$ \_\_\_\_\_

Commercial Sales \$ \_\_\_\_\_

Total Sales \$\_\_\_\_\_

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$\_\_\_\_\_

Total Sales for Second Preceding Fiscal Year \$\_\_\_\_\_

(g) Is company a separate rate entity or division?

Yes \_\_\_\_\_

No \_\_\_\_\_

If a division or subsidiary corporation, name parent company:

\_\_\_\_\_

(h) Date Company Organized: \_\_\_\_\_

(i) Manpower:

Total Employees: \_\_\_\_\_

Direct: \_\_\_\_\_

Indirect: \_\_\_\_\_

Standard Work Week (Hours): \_\_\_\_\_

(j) Commercial Products: \_\_\_\_\_

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts.  
(Check appropriate blocks.)

Estimated/actual cost Standard cost

Estimating System:

Job Order \_\_\_\_\_

Process \_\_\_\_\_

Accumulating System:

Job Order \_\_\_\_\_

Process \_\_\_\_\_

Has your cost estimating system been approved by any Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name, date of approval, and location of agency:

\_\_\_\_\_

\_\_\_\_\_

Has your cost accumulation system been approved by any Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name, date of approval, and address of agency:

\_\_\_\_\_

\_\_\_\_\_

(m) What is your fiscal year period? (Give month-to-month dates):

\_\_\_\_\_

\_\_\_\_\_

What were the indirect cost rates for your last completed fiscal year?

Fiscal year Indirect cost rate Basis of allocation

Fringe Benefits \_\_\_\_ \_\_\_\_

Overhead \_\_\_\_ \_\_\_\_

G&A Expense \_\_\_\_ \_\_\_\_

Other \_\_\_\_ \_\_\_\_

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name, date of approval, and location of the Government agency:

\_\_\_\_\_

Date of last preaward audit review by a Government agency:

\_\_\_\_\_

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department \_\_\_\_\_

Contracting Department \_\_\_\_\_

Other (describe) \_\_\_\_\_

(p) Has system of control of Government property been approved by a Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name, date of approval, and location of the Government agency:

\_\_\_\_\_

\_\_\_\_\_

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation).

Has your purchasing system been approved by a Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, name and location of the Government agency:

\_\_\_\_\_

Period of Approval: \_\_\_\_\_

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold? Yes \_\_\_\_ No \_\_\_\_

If you responded yes to the \$25 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes \_\_\_\_ No \_\_\_\_

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency

\_\_\_\_\_

\_\_\_\_\_

Are your purchasing policies and procedures written?

Yes \_\_\_\_ No \_\_\_\_

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes \_\_\_\_ No \_\_\_\_

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

#### **L-14 EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$10,000,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

**L-15 EPAAR 1552.219-71 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM. (OCT 2000)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protégé relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protégé firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.

(2) A letter of intent indicating that both the Mentor firm and the Protégé firm intend to enter into a contractual relationship under which the Protégé will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protégé agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protégé firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protégé firm to the Mentor firm;

(iii) A statement that the Protégé firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protégé firm and the proposed developmental assistance the Mentor firm envisions providing the Protégé. The offeror shall address those needs and how their assistance will enhance the Protégé. The offeror shall develop a schedule to assess the needs of the Protégé and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protégé firm is suspended or debarred while performing under an approved Mentor-Protégé agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protégé firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protégé in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protégé Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Protégés under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protégé firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.



The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address: Socioeconomic Business Program Officer, Office of Small and Disadvantaged Business Utilization, U.S. Environmental Protection Agency, Ariel Rios Building (1230A), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, Telephone: (202) 564-4322, Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address: Small Business Program Officer, RTP Procurement Operations Division (E105-02), U.S. Environmental Protection Agency, Research Triangle Park, NC 27711, Telephone: (919) 541-2249, Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address: Small and Disadvantaged Business Utilization Officer, Cincinnati Procurement Operations Division (CPOD-Norwood), U.S. Environmental Protection Agency, 26 West Martin Luther King Drive, Cincinnati, OH 45268, Telephone: (513) 487-2041

#### **L-16 EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS. (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

#### **L-17 LOCAL CLAUSES EPA-L-09-101 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN**

As part of their cost proposal, offerors shall submit an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step-by-step, the checks and balances in place to detect and report potential or actual COI at the organizational level and at the personal level that could result from activities associated with the Statement of Work. Offerors should refer to the L provision entitled "Minimum Standards for EPA Contractors' Conflict of Interest Plans," which sets forth the criteria which offerors' COI plans must meet in order to be considered acceptable by the Agency.

The plan will be evaluated in accordance with the criteria set forth in the Section M provision entitled "Evaluation of Conflict of Interest Plan."

#### **L-18 LOCAL CLAUSES EPA-L-09-102 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST**

(a) The proposed contract requires that the contractor provide technical support services for the EPA, Office of Wetlands, Oceans and Watersheds (OWOW) in the Office of Water (OW). The contractor(s)' primary responsibilities under the resultant contracts will be to provide technical support in the form of TMDL development through application of point and nonpoint source water pollution controls. This will include water quality assessments, and water quality modeling; analysis of cost and benefits; point and nonpoint source monitoring; case studies; development of draft pollution allocations, recommendations for NPDES permit limits, database development, data analysis, and data presentation; public education and outreach support. Additional work may include technical review of proposed projects under CWA section 404. An offeror shall specifically disclose whether it or any of its parent, subsidiary, affiliate, or sister companies is one of the following entities or has any significant business or financial relationships with such entities:

- The regulated industries affected by the statutes supported under this contract (i.e., Marine Protection, Research, and Sanctuaries Act; Clean Water Act; Marine Plastics Pollution Research and Control Act;

Water Resources Development Act; Shore Protection Act; Clean Vessel Act; National Environmental Policy Act; Clean Air Act

- Port authorities or coastal wastewater treatment facilities.
- Water and Waste Water Treatment facility owners and operators.
- Testing Laboratory owners and operators.
- Ocean Disposal Site owners and operators.
- Businesses that act in a consulting, advisory, or legal capacity with, or for, entities trying to overturn or circumvent regulations on ocean dumping, wastewater discharge, and water quality, which are the intended outcome of this contract.

Offerors are required to disclose the extent of those business or financial relationships in their proposals, and they shall describe how any actual or potential organizational conflicts of interest associated with such entities can be mitigated, neutralized, or avoided.

(b) Provision K., ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of a conflict, then Provision L., ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Offerors responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address and identify any actual or potential organizational COI within the offeror's entire corporate organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, the contractor's COI Plan shall describe the process by which the contractor will ascertain whether any actual or potential COI exist within its own company and all identified organizational relationships. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that the offerors identified in paragraph (a), or offerors that have significant business or financial relationships with such entities, may have a significant actual or potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that offerors that provide consulting and/or technical services to the types of entities listed in paragraph (a) may present significant actual or potential COI concerns.

(d) The purpose of requiring the information covered by Paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI with respect to individual offerors prior to award. The Agency recognizes that there exists a need for offerors to gain the requisite experience necessary to fulfill the requirements of the proposed contract, and that such experience is often gained through provision of consulting or related technical services to the types of entities listed in paragraph (a). Accordingly, the fact that an offeror has worked, is working or plans to work for the types of entities listed in paragraph (a) will not necessarily disqualify the offeror from consideration for award on the basis of actual or potential conflicts of interest (COI). There is no precise formula for determining whether an offeror's business or financial relationships or its past, present, or future effort performing work for entities in the above referenced industries would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational COI concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified offeror which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

## **L-19 LOCAL CLAUSES EPA-L-09-103 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS**

### **1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

## 2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

## 3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

### A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate,

subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

#### D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

#### E. Work Assignment (WA), Technical Direction Document (TDD), Task Order (TO), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/TO/DO certifications.

#### F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

#### G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination; e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

#### H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### I. Subcontractors' COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important

that subcontractors identify and report COI, as well as submit Limitation of Future Contracting (LOFC) requests for approval.

#### **L-20 LOCAL CLAUSES EPA-L-12-101 PROPOSED CONTRACTOR START DATE**

For proposal preparation purposes, offerors may assume a contract start date of 05/01/2017.

#### **L-21 LOCAL CLAUSES EPA-L-15-102 TECHNICAL QUESTIONS**

Offerors must submit all technical questions concerning this solicitation electronically through FedConnect. In order to submit questions, offerors must register in FedConnect at [www.fedconnect.net](http://www.fedconnect.net), see main page for registration instructions. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net). Only those technical questions posted through FedConnect will be accepted. EPA must receive technical questions no later than 10 calendar days after the issuance date of this solicitation. EPA will utilize FedConnect to issue amendments to the solicitation (e.g., to answer technical questions which may affect proposal submittal). EPA will not reference the source of the questions.

#### **L-22 LOCAL CLAUSES EPA-L-15-103 NOTIFICATION OF MULTIPLE AWARDS**

- (a) The Government intends to award up to 4 contracts from this solicitation.
- (b) An offeror will be eligible to receive an award for only one (1) contract in response to this solicitation. Work under each contract will be performed independently of and simultaneously with work under the other contracts.
- (c) All quantities set forth in this solicitation represent quantities for one (1) of the contracts.
- (d) EPA reserves the right to award to make any number of awards, or no award, if considered to be in the Government's Best Interest

#### **L-23 LOCAL CLAUSES EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/OFFERS/QUOTES (MAR 2014)**

- (a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net). There is no charge for registration in or use of FedConnect.
- (b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov>. There is no charge for registration in SAM.

#### **L-24 LOCAL CLAUSES EPA-L-36-101 PROPOSAL INSTRUCTIONS**

##### **(a) Proposal Instructions**

(1) The offeror's response is to be submitted in two volumes. The technical proposal is to be separate from the cost proposal. Responses are subject to the following requirements and limitations:

- I. Technical Proposal: Page limit of 150 double sided pages.
- II. Cost Proposal: No page limit.

(2) Offerors shall include a cover letter with their proposal. The cover letter shall include, but is not limited to, the following:

- (i) The solicitation number;
- (ii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
- (iii) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
- (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (v) Name, title, and signature of principals of the firm;
- (vi) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (vii) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
- (viii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Contract Administration Office Functions); and
- (ix) A statement that the Offeror grants to the EPA or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(3) As explained in paragraph (b) below, offerors must submit an electronic version of their cost and technical proposals. Electronic versions shall be submitted via the FedConnect® web portal ([www.fedconnect.net](http://www.fedconnect.net)). In order to submit proposals, offerors must register in FedConnect® at [www.fedconnect.net](http://www.fedconnect.net), see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net)

- (i) For those mailed through the U. S. Postal Service -

U.S. Environmental Protection Agency  
Cincinnati Procurement Operations Division  
Attn: Brad Heath  
26 West Martin Luther King Drive  
Mail Stop NWD-001  
Cincinnati, OH 45268-0001

- (ii) For those sent by Courier or Hand Carried -

U.S. Environmental Protection Agency  
Cincinnati Procurement Operations Division  
Attn: Brad Heath  
4411 Montgomery Road, Suite 300  
Cincinnati, OH 45212

- (iii) NOTE: There must be an annotation on the face of the package which shows the RFP number and the

closing date.

(b) Volume-Specific Instructions:

**(1) Technical Proposal Instructions**

**Offerors shall submit one (1) printed/hard copy of the technical proposal that will serve as the official copy, two (2) CD submissions of the Technical Proposal, and one (1) electronic submission at the FedConnect® website. The one (1) printed/hard copy of the technical proposal shall be delivered with the two (2) CD copies of the Technical Proposal by either mail or hand courier (see addresses listed above).**

The two (2) CD-ROMs shall contain electronic copies of the information submitted in the hard copy volume. The CD-ROMs are provided for evaluation convenience only. The printed/hard copy volume of the technical proposal constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and the electronic submission on the FedConnect website. The technical evaluation of proposals will be based on the Technical Evaluation Criteria in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD".

**FAXED OR E-MAILED COPIES OF THE TECHNICAL PROPOSAL WILL NOT BE ACCEPTED**

1) In order that the EPA may evaluate technical proposals in accordance with Technical Evaluation Criteria, offerors must address the following in their technical proposal.

The technical proposal shall be limited to 150 double-sided, typewritten pages on standard 8½ x 11-inch paper, using no less than 12-point character size and no less than one inch all around margins. 10-point font is acceptable for non-text items such as tables, graphics, and exhibits. A piece of paper that has printing on both sides (double-sided) counts as two pages. A foldout page counts as two pages.

The offeror is strongly urged to be as succinct, clear, and concise as possible in writing the technical submission and adhering to the page limitation. **Any proposal pages that exceed the page limitation will not be evaluated.**

Exclusions: The following items are excluded from the page limitation:

- i. Transmittal letters, cover pages, table-of-contents, and dividers.
- ii. The offeror's Quality Management Plan (QMP), Sample QAPPs, letters of commitment, resumes, journal articles, and presentations (as applicable) shall be submitted as separate, tabbed attachments to the technical proposal and shall not count toward the page limitation. **Only resumes explicitly requested by the instructions for specific criteria will be evaluated.**

2) The term "offeror" as used in the technical proposal instructions and the technical evaluation criteria shall mean the prime contractor and any proposed subcontractors and consultants.

3) The offeror's technical proposal must be prepared as a separate part of the total proposal package, and shall be specific and sufficiently detailed to allow a complete evaluation of the method of satisfying the requirements set forth in the RFP. All cost or pricing details shall be omitted from the technical proposal.

4) The technical proposal shall comprehensively address each of the criteria described in the Technical Evaluation Criteria in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD," and shall be prepared in exactly the same order **using the same numbering system for all criteria and subcriteria**, including all material that is to be evaluated under the appropriate criterion and subcriterion. Resumes and consultant letters of commitment, referenced in more than one criterion, need only be attached once as an appendix or attachment.

5) The technical proposal shall include page numbers on all pages, including attachments.

6) It is mandatory that the offeror include, in both its cost and technical proposals, a clear explanation of how the individuals or categories proposed correspond to the Labor Categories included in the Cost Proposal Instructions. If proposal costing is not done based on specific individuals that are clearly named in both the cost and technical proposals, it is the contractor's responsibility to demonstrate clearly in the proposal that the method of pricing accurately reflects the costs of using the individuals cited technically to an extent consistent with the level of effort usage proposed for personnel being technically evaluated.

7) The offeror's proposal will be judged on an acceptable/unacceptable basis. For a proposal to be acceptable, it must demonstrate that it meets the acceptability requirements for each and every criterion and subcriterion identified in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD." If a proposal is deemed to be unacceptable for any criterion/subcriterion, then the offeror will not be considered for contract award.

(i) The technical proposal shall include the Contractor's responses to the criteria/factors listed as:

## **Criterion A – Technical**

### **Subcriterion A.1 TMDL Program Support**

In order to be evaluated as acceptable for this subcriterion A.1, an offeror must demonstrate that it has met all of the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate the completion of a minimum of 15 EPA-approved TMDLs for at least three (3) pollutant groups (Sediments, Nutrients, Metals, Organic Compounds, and/or Pathogens). TMDLs are defined as those which have met Section 303(d) of the Clean Water Act (CWA) and EPA guidance, have been publically noticed and have been entered in the national TMDL database.

### **Subcriterion A.2 Nonpoint Source (NPS) Technical Support**

In order to be evaluated as acceptable for this subcriterion A.2, an offeror must demonstrate that it has met all of the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience on a minimum of three projects providing technical, logistical, or administrative support in the assessment and implementation of watershed-based strategies for controlling NPS with at least one project in each of the following categories: urban runoff/stormwater, agricultural runoff, and one other NPS category. Experience shall demonstrate technical, logistical, or administrative support in the development of technical guidance, workshops, or training, and can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.

### **Subcriterion A.3 Monitoring Program & Data Management Technical Support**

In order to be evaluated as acceptable for this subcriterion A.3, an offeror must demonstrate that it has met the element in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience with one or more projects in which the offeror successfully assembled data from multiple sources into Access and Oracle databases. The project(s) shall also demonstrate production of a minimum of two complex water quality assessment data reports based on the data compiled into the database(s). In addition, the project(s) shall demonstrate experience with Access and Oracle-based system operation, maintenance, and enhancement.

### **Subcriterion A.4 Healthy Watersheds Program Support**

In order to be evaluated as acceptable for this subcriterion A.4, an offeror must demonstrate that it has met all the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience with a minimum of two projects. At least one project shall demonstrate experience in multidisciplinary aquatic ecosystem sciences. For example, the project could include a combination of general ecology and ecosystem science, landscape ecology, biology (including habitat), chemistry (in the context of systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, and geology (including soils science). The offeror shall demonstrate a second project that demonstrates experience with monetized and non-monetized ecological benefits and services serving as an impetus for adopting measures to prevent the impairment of healthy watersheds.



The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.

#### **Subcriterion A.5 General Program Support**

In order to be evaluated as acceptable for this subcriterion A.5, an offeror must demonstrate that it has met the element in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate it has experience with compiling, calibrating and verifying at least 2 economic models for the purpose of demonstrating the costs and benefits of various watershed management strategies and programs.

#### **Subcriterion A.6 Technical Support related to Ocean and Coastal Pollution Control and Impact Mitigation, Assessment of material proposed for Ocean Disposal, Assessment of proposed and active Ocean Disposal Material Sites, Aquatic Trash, Vessel and Port Pollution**

In order to be evaluated as acceptable for this subcriterion A.6, an offeror must demonstrate that it has met the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate collective experience with a minimum of two projects.

#### **Subcriterion A.7 Technical, Programmatic, Planning, Development and Implementation Support for Environmental, Ecological, Climate Change, Health Assessment, Public and Communication Outreach, Ocean Acidification, and Coral Reef Activities**

In order to be evaluated as acceptable for this subcriterion A.7, an offeror must demonstrate that it has met the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate collective experience with a minimum of two projects.

### **Criterion B – Quality Assurance / Quality Control**

This criterion evaluates the adequacy of the Offeror's ability to effectively manage the quality assurance (QA) activities of the contract. EPA's determination, on a Pass/Fail basis, of the Offeror's acceptability for Criterion B, will be based on an evaluation of the substance of the information contained in the two documents furnished under this subcriteria:

#### **Subcriterion B.1 Sample Quality Assurance Project Plan for New and Existing Data**

The sample Quality Assurance Project Plan (QAPP) For New & Existing Data will be used to evaluate the effectiveness of the Offeror's quality system and quality assurance measures, as required in the PWS. The sample QAPP for New & Existing Data that is included in the Offeror's proposal must reflect the type of technical work that can be anticipated for the watershed management approaches, water quality assessments, economic and environmental modeling, field monitoring and logistics activities, as required in the Performance Work Statement (PWS) of the Solicitation. For this subcriterion, "team" is defined as the prime and any subcontractors, consultants and/or consultant organizations proposed by the Prime at the time of proposal submission.

The sample QAPP for New and Existing Data does NOT have to be prepared specifically for the RFP PWS.

The offeror shall provide a sample QAPP that describes in comprehensive detail the necessary quality assurance, quality control, and other technical activities that must be implemented to ensure that the results of the work performed on a project will satisfy the stated performance criteria. This plan must comply with "EPA Requirements" outlined under EPA QA/G-5 available at [www.epa.gov/quality](http://www.epa.gov/quality). The EPA will evaluate each offeror's Sample QAPP as part of the technical evaluation process and will rate the plan as "acceptable" or "unacceptable".

#### **Subcriterion B.2 Quality Management Plan (QMP)**

The **Quality Management Plan** will be used to evaluate the effectiveness of the Offeror's quality system. In preparing the plan, the Offeror may refer to EPA's checklist: <http://epa.gov/quality/qs-docs/qmp-checklist.doc>.

**The Offeror's QMP must be in conformance with ANSI/ASQC E4 and must demonstrate satisfactory capability to meet all of the requirements in Section 2.6. of the PWS; and all Agency Quality Assurance/Quality Control requirements associated with data collection, generation, production, analysis, use, and data management, including the following:**

**EPA OW Quality Management Plan (QMP)** (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf>.

**EPA Requirements for Quality Management Plans, EPA QA/R-2, EPA/240/B-01/002, March 2001,** <http://www.epa.gov/quality/qs-docs/r2-final.pdf>, (reissued May 2006), <http://www.epa.gov/quality/qs-docs/reissue.pdf>; and

**Guidance for Developing Quality Systems for Environmental Programs (G-1), November 2002, EPA/240/R-02/008, (EPA QA/G-1),** <http://www.epa.gov/quality/qs-docs/g1-final.pdf>

The Offeror shall prepare a QMP which shall be applicable to, and must demonstrate satisfactory capability to perform quality management through its Quality Management System for the entire Performance Work Statement of this contract, and shall be customized for this contract. If the Offeror's QMP contains a "team" of individual corporate entities, then the Offeror's QMP shall clearly identify a Prime Contractor among the Offeror's team. For the criterion, "team" is defined as the prime and any subcontractors, consultants and/or consultant organizations proposed by the Prime as the time of proposal submission. **The Offeror's QMP must be current, signed and with clearly identifiable corporate names and titles.**

The QMP that is included in the Offeror's Proposal shall have been prepared by the Prime Contractor, and must reflect satisfactory capability to meet the quality requirements of the work set forth in the Performance Work Statement (PWS) of the Solicitation.

The QMP shall describe in text, as well as graphically in an organization chart, the project (contract) organizational structure, including flow-down requirements for subcontractors, and consultants, and consultant organizations, to indicate lines of reporting and communication, and the roles and responsibilities between the Prime, the Prime's proposed team, and subcontractors.

### **Criterion C – Past Performance**

This criterion is established to evaluate the Offeror's past performance utilizing information which the Government will elicit from various sources regarding contractual experience with the offeror. The Offeror shall provide a list of three (3) relevant contracts and/or subcontracts completed or ongoing during the last three (3) years which are similar in nature to this requirement in terms of technical scope, size (dollar amount), type, and complexity to the proposed contract, and list all contracts and subcontracts currently in progress which are similar in technical scope, size (dollar amount), type, and complexity to the proposed contract. For purposes of this criterion, "similar size" is defined as contracts and/or subcontracts with a minimum potential value of at least ten million dollars (\$10,000,000).

Factors for consideration include technical quality, schedule, cost control, management and regulatory compliance. For each contract listed, the offeror shall provide the information as required under Section L provision EPAAR 1552.215-75 entitled "Past Performance Information" as part of its proposal for both the offeror and for proposed subcontractors for subcontracts expected to exceed ten million dollars (\$10,000,000). References may be contacted by the Government and used in the evaluation of the Offeror's past performance. References contacted and used to evaluate past performance are not limited to those identified by the offeror.

In order to be evaluated as acceptable, Offerors must demonstrate satisfactory rating or above on its past performance references. In accordance with FAR 15.305 (a) (2) (iv), Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

## **Criterion D – Key Personnel**

This criterion is established to evaluate the qualifications and availability of the offeror's key personnel to accomplish the work described in the performance work statement (PWS). Offerors should provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability for the proposed (1) Program Manager and (2) Quality Assurance Officer. The information provided to demonstrate a person's qualifications shall clearly establish the individual's educational achievements and specific past experience and expertise in performing contracts similar to those anticipated under the proposed contract. To demonstrate availability, describe how the proposed key personnel will remain available for this requirement while they fulfill their obligations to other contracts or clients. Please refer to the Definition of Labor Classifications Attachment to the RFP. Note that individuals proposed as Key Personnel will be listed as such in the contract section H clause entitled "Key Personnel."

### **Subcriterion D.1 Program Manager**

The information provided should clearly demonstrate the qualifications (education, experience and expertise) and availability (as defined above) of the proposed P-4 Program Manager(s) as set forth in the subcriteria specified in the Technical Evaluation Criteria.

For the proposed Program Manager please identify the following:

- a. Name, Professional Level, and Job Title
- b. Proposed labor category under the contract
- c. Degree (s) held and corresponding field of study (e.g., BS in Chemical Engineering)
- d. Specific project experience that demonstrates technical qualifications to implement the requirements of RFP\*.
- e. Demonstrate how the Program Manager will remain available for this requirement while fulfilling his or her obligations to other contracts or clients. Please note: If you provide a percentage of availability, please explain what the percentage is based on.
- f. List contracts of similar size (dollar amount), type (multi-task, CPFF) and technical scope that the proposed Program Manager has successfully managed.

\* It is not sufficient to merely state that an individual worked on a project. EXPLAIN WHAT HE/SHE DID.

### **Subcriterion D.2 Quality Assurance Officer**

The information provided should clearly demonstrate the qualifications (education, experience and expertise) and availability of the proposed P-4 Quality Assurance Officer as set forth in the subcriteria in the Technical Evaluation Criteria.

Because of the oversight responsibilities of the QAO, the Key Personnel nominated for QAO shall be an employee of the Prime Contractor, and the Offeror's proposal must demonstrate the position of the QA Officer within the organization of the Prime Contractor and reflect this in the organization chart.

The Offeror's Proposal shall contain the QA Officer resume and present the following items in a simple, systematic table format or listing:

- a. Name, Professional Level, and Job Title
- b. Degree(s) held and corresponding field of study (e.g., BS in Chemical Engineering)
- c. Specific project knowledge and experience, and QA experience that demonstrates qualifications to manage QA/QC for watershed management approaches, water quality assessments, economic and environmental modeling, field monitoring and logistics, field sampling, and laboratory analyses.
- d. Demonstrate how the Quality Assurance Officer will remain available for this requirement while fulfilling his or her obligations to other contracts or clients. Please note: If you provide a percentage of availability, please explain what the percentage is based on.
- e. Description of work managed by the proposed person

- f. Goals met and achievements
- g. Professional Certifications, licenses.

\* It is not sufficient to merely state that an individual worked on a project. EXPLAIN WHAT HE/SHE DID.

## **(2) Cost Proposal Instructions**

Offerors shall submit one (1) printed/hard copy of the cost proposal that will serve as the official copy, two (2) CD submissions of the Cost Proposal, and one (1) electronic submission in Excel submitted via the FedConnect ® website. The one (1) printed/hard copy and two (2) CD copies of the Technical Proposal shall be delivered by either mail or hand courier (see the respective addresses in the Section L provision “Proposal Instructions”). The MS Excel version submitted via FedConnect shall include formulas used to arrive at the CPFF for the base and any optional periods. The CD-ROMS shall contain electronic copies of the information submitted in the printed/hard copy volume. The CD-ROMs are provided for evaluation convenience only. **The printed/hard copy volume constitutes the official offer and proposal.** In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and the electronic submission on the FedConnect website. These instructions apply to the prime contractor, as well as to subcontractors and consultants. It is the prime contractor’s responsibility to ensure that all instructions are disseminated to subcontractors and consultants.

The Offeror shall provide the requested information in response to the Section L provision, EPAAR 1552.215-73, “General Financial and Organizational Information”, with the cost proposal.

**In the cost proposal, the offeror must certify that all proposed personnel (including proposed subcontractor personnel or consultants) meet the qualifications specified in the RFP. In the cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal are included in the labor rate calculations in the cost proposal. Those individuals included in the technical proposal must be included in the cost proposal in a magnitude consistent with the significance of their role in the technical proposal. For example, an individual included in the technical proposal with significant expertise and credentials, who is being included to respond to technical criteria and earn a favorable technical review, should also proportionately be included in the cost proposal at a level of effort reflecting the potential anticipated usage of that individual, so that a crosswalk of expertise and cost is evident. The individual should not, logically, be included in the cost proposal for a very minimal level of effort (i.e., 5 hours) when the proposed individual has been a significant part of the technical expertise evaluation. If individuals in the technical proposal are included in an average labor cost center/pool, offerors shall demonstrate how those individuals are included in the respective cost center/pool for which they are proposed.**

***Note: For clarification purposes, the Small Business Subcontracting Plan (if applicable) and the Organizational Conflict of Interest Plan shall be included and easily identified within the cost proposal only. There is no page limitation with regards to the cost proposal.***

Copies of the Cost Proposals shall be numbered 1 of 2 on the front cover of the CD.

The minimum ordering requirement for each awarded contract will be \$100,000. For price evaluation purposes, offerors shall propose on the labor and other direct costs shown in paragraph (M), below.

(a) All task orders will be awarded either on a Cost-Plus Fixed-Fee (CPFF) basis or Firm-Fixed-Price (FFP) basis. For award of this contract, the proposed prices will be evaluated on a cost-plus-fixed-fee basis.

(b) Offerors shall submit a total of 6 summary pages in their chosen format, each showing the total cost and fee proposed for each block of hours below. The offeror’s summary sheets shall be supplemented as necessary to provide thoroughness and clarity in the data presented.

1. Year 1, LOE
2. Year 2, LOE
3. Year 3, LOE

4. Year 4, LOE
5. Year 5, LOE
6. Aggregate, All Years, All LOE

(c) The cost breakdown supporting the above documents for the prime contractor and all subcontractors shall be prepared in the following format:

**LOE**

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Direct Labor						
Fringe Benefits						
Overhead						
Travel						
ODC						
Consultants						
Subcontract						
X						
Y						
Z						
Total Subcontract						
Subtotal						
G&A						
Total Cost						
Base Fee						
Total Cost Plus Fee						

(d) All pages in the cost proposal should be numbered. An index with appropriate page references should be included. A complete narrative explanation regarding the basis of each cost element should also be included.

(e) The direct labor hours to be used to develop the cost proposal are detailed in the chart below. It is noted that no estimate has been included for company management or other support. If it is your disclosed practice to include company management or other support as a direct cost, then your proposal must include an estimate of the hours and associated costs that you believe will be necessary to support the specified level of effort. A narrative explanation of the basis of this estimate must also be included. If company management or other support is recovered through an indirect cost pool, no direct cost estimate is required. Your proposal must clearly indicate whether your disclosed practice is to recover company management and other support effort as a direct or indirect cost.

(f) The direct labor hours in the chart below are estimated workable hours required by the Government. These hours do not include release time such as holiday, vacation, and sick leave. The portion of release time allocable to the proposed direct labor hours shall be computed and shown separately from the direct labor rate. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However, if release time or other labor-related costs are factored into your direct labor rates, these costs must be separately identified in your proposal. Your proposal should clearly indicate your disclosed practice regarding recovery of release time or paid absence.

(g) For each contract year, the offeror shall propose the amount specified in the chart below for Other Direct Cost (ODC). The specified amount may be allocated between the prime contractor and subcontractors, if applicable. The estimated distribution of the specified ODC appears under the level-of-effort chart. If you anticipate additional ODCs other than those listed in the distribution, your cost proposal must identify such costs as separate line items. Narrative explanations regarding the basis of the additional ODCs must also be included. In addition,

(h) When subcontractor effort is included in the cost proposal, the prime contractor shall submit charts for each contract year and for the aggregate (all years, all hours) which clearly indicate the exact allocation of the specified level of effort among the prime contractor and the proposed subcontractors. Specified labor categories, as well as job titles within the labor categories, should be identified. This chart should be included in both the technical

proposal and the cost proposal. However, only in the cost proposal should the chart also reflect the allocation of the specified ODC.

(i) The offeror shall prepare a proposal utilizing the labor categories, level of effort, and ODC specified in the charts below. The level of effort is estimated to approximate the mix that will be required. The actual mix of hours incurred in performance of any resulting contract may vary greatly due to unknown factors that make the use of a level-of-effort contract necessary. Documents shall be submitted showing this data, one for each column in the chart below.

(j) The offeror shall prepare a proposal with detailed support for proposed indirect rate(s). If the proposed indirect rates have been accepted by a contracting agency in the U.S. Government, include a copy of the recently approved agreement, and the name and address of the reviewing official. In addition, the offeror shall provide historical or budgeted data and indicate if computations are based upon historical or projected data and provide the actual indirect rates for the past five years, including the indirect rates proposed, the actual indirect rates experienced, and, if available, the final negotiated rates. For each rate, provide the total dollar amount for pool expenses and total allocation base costs, including the number of historical costs. If the recent indirect rate agreement does not cover the period of proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

NOTE: If the offeror proposes indirect rates for new or substantially reorganized cost centers, or proposes subcontractors' indirect rates that are for new or substantially reorganized cost centers, indirect rate ceilings will be considered at the proposed rates.

(k) The cost must be broken down by discipline only if there are different labor rates for disciplines within a professional level. The disciplines identified under the professional categories are provided to reflect the professional titles commonly associated with the work to be performed under this contract. The offeror submitting the proposal is encouraged to submit a professional staff which demonstrates the appropriate technical expertise and competence involved in these disciplines. The official titles of the proposed staff need not correlate with this list, which is provided merely to demonstrate the levels of expertise being sought. If the cost is not broken down by discipline, the proposal shall include a statement that rates are the same for all disciplines within a professional level. In addition, the following information should be included in the support of labor rates:

- When identifying individuals assigned to the project, specify in which of the categories the individual belongs;
- The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as that proposed in the technical proposal
- Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy and salary reviews (e.g. anniversary date of employees or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained
- State whether any additional direct labor (new hires - Program Managers and Project Leader, etc.) will be required during the performance period of this acquisition. If so, state the number and for which categories.

The amounts shown for ODC do not include any indirect cost or fee. If it is your disclosed practice to apply an indirect rate to any of the categories of cost listed below, that indirect cost would be over and above the specified amounts. Your proposal should identify the applicable indirect cost as a separate line item.

The prime contractor and all subcontractors and consultants must include a statement that it is their normal accounting practice to charge the cost items specified below as direct costs. If any of the items are normally indirect costs, the proposal shall indicate the items and the allocated ODC amount shall be reduced accordingly.

If the prime contractor or any subcontractor or consultant has any normal ODC items that are not included in the list shown below, the basis for the ODC shall be explained in the proposal and the appropriate amount shall be added to the specified ODC.

**Note:** If it is your practice to propose uncompensated overtime, please indicate that information in your cost proposal.

**NOTE:** Offerors are further reminded that FAR 16.301-3(a)(3) states that a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. If an offeror has not had its system reviewed and determined adequate by a government audit organization, the offeror's cost proposal shall include information that addresses the adequacy of its accounting system as it relates to accounting for costs under cost-type contracts.

If the indirect cost rates included in your proposal and/or your subcontractors' proposals are lower than the current, approved forward-pricing rates or current, approved provisional billing rates, it shall be assumed that these are ceiling rates, and they shall be incorporated into any resultant contract as such if the award is made upon initial proposals. If there is any objection to this, an explanation to the approach taken must be included in the narrative section in your proposal.

If a proposed subcontractor does not have an approved accounting system (one that is considered adequate for use on Government cost-type contracts), the Contracting Officer's consent for a cost type (CPFF, etc.) subcontract will not be granted. Under this situation, a fixed-rate type subcontract would be more appropriate, and, for proposal purposes, the ODCs should remain with the prime contractor. During performance the ODCs must be managed by the prime contractor but may be allocated to the subcontractor on an as-needed basis. Please keep this in mind when negotiating the contract type with your subcontractors.

**NOTE: PLEASE REFER TO THE ATTACHMENT ENTITLED "LABOR CLASSIFICATION STANDARDS."**

(l) Offerors shall prepare proposals utilizing the labor categories, direct labor hours, and Other Direct Cost specified in the following:

**Level of Effort Distribution Table**

	Base Year	Year 1	Year 2	Year 3	Year 4	Total
<b>PL-4</b>						
<b>Program Manager</b>	960	960	960	960	960	4800
<b>Quality Assurance Officer</b>	960	960	960	960	960	4800
<b>Contract Administrator</b>	960	960	960	960	960	4800
<b>Program Manager</b>	960	960	960	960	960	4800
<b>Technical Editor</b>	960	960	960	960	960	4800
<b>Paralegal</b>	720	720	720	720	720	3600
<b>Water Resources Engineer</b>	4320	4320	4320	4320	4320	21600
<b>Environmental Engineer</b>	1440	1440	1440	1440	1440	7200
<b>Environmental Scientist</b>	1440	1440	1440	1440	1440	7200
<b>Civil Engineer</b>	1440	1440	1440	1440	1440	7200
<b>Senior Marine Systems Engineer</b>	960	960	960	960	960	4800
<b>Ecologist</b>	1440	1440	1440	1440	1440	7200

<b>Limnologist</b>	1440	1440	1440	1440	1440	7200
<b>Hydrologist</b>	960	960	960	960	960	4800
<b>Geologist</b>	720	720	720	720	720	3600
<b>Senior Chemist</b>	960	960	960	960	960	4800
<b>Chemist (Inorganic, Analytical, and Aquatic)</b>	1440	1440	1440	1440	1440	7200
<b>Senior Marine Biologist</b>	960	960	960	960	960	4800
<b>Biologist</b>	1920	1920	1920	1920	1920	9600
<b>Senior Oceanographer</b>	720	720	720	720	720	3600
<b>Economist</b>	720	720	720	720	720	3600
<b>Statistician</b>	960	960	960	960	960	4800
<b>Systems Analyst / Programmer / Computer Scientist</b>	3840	3840	3840	3840	3840	19200
<b>Internet / DRUPAL Expert</b>	720	720	720	720	720	3600
<b>Public Outreach Specialist</b>	720	720	720	720	720	3600
<b>Technical Editor</b>	960	960	960	960	960	4800
<b>Publication Manager</b>	960	960	960	960	960	4800
<b>Meeting Facilitator</b>	960	960	960	960	960	4800
<b>PL-4 TOTAL</b>	<b>35520</b>	<b>35520</b>	<b>35520</b>	<b>35520</b>	<b>35520</b>	<b>177600</b>
<b>PL-3</b>						
<b>Contract Administrator</b>	1920	1920	1920	1920	1920	9600
<b>Civil Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Water Resources Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Transportation Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Agricultural Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Marine Systems Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Modeler</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Scientist</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Planner</b>	1440	1440	1440	1440	1440	7200
<b>Land Development Specialist</b>	960	960	960	960	960	4800
<b>Hydrologist</b>	1440	1440	1440	1440	1440	7200
<b>Biologist</b>	1440	1440	1440	1440	1440	7200
<b>Geologist</b>	1440	1440	1440	1440	1440	7200
<b>Oceanographer</b>	960	960	960	960	960	4800
<b>Geographer</b>	1440	1440	1440	1440	1440	7200
<b>Agronomist</b>	1440	1440	1440	1440	1440	7200
<b>Chemist</b>	1440	1440	1440	1440	1440	7200
<b>Ecologist</b>	1920	1920	1920	1920	1920	9600
<b>Plant Scientist</b>	1440	1440	1440	1440	1440	7200
<b>Soils Scientist</b>	1440	1440	1440	1440	1440	7200
<b>Marine Biologist</b>	1200	1200	1200	1200	1200	6000
<b>Aquatic Biologist</b>	1200	1200	1200	1200	1200	6000
<b>Supervisory Field Scientist</b>	1200	1200	1200	1200	1200	6000
<b>Toxicologist</b>	1440	1440	1440	1440	1440	7200
<b>Natural Resources Management Specialist</b>	1200	1200	1200	1200	1200	6000
<b>GIS Analyst / Specialist</b>	1920	1920	1920	1920	1920	9600
<b>Statistician</b>	1440	1440	1440	1440	1440	7200
<b>Report Writer</b>	1440	1440	1440	1440	1440	7200



<b>Economist</b>	1440	1440	1440	1440	1440	7200
<b>Landscape Architect</b>	1440	1440	1440	1440	1440	7200
<b>Systems Analyst / Programmer / Computer Scientist</b>	1440	1440	1440	1440	1440	7200
<b>Internet / DRUPAL Expert</b>	1200	1200	1200	1200	1200	6000
<b>Meeting Facilitator / Dispute Resolution Expert</b>	1200	1200	1200	1200	1200	6000
<b>Technical Editor</b>	1920	1920	1920	1920	1920	9600
<b>Graphics / Editorial / Public Outreach Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Graphic Designer / Illustrator</b>	1200	1200	1200	1200	1200	6000
<b>PL-3 TOTAL</b>	<b>56160</b>	<b>56160</b>	<b>56160</b>	<b>56160</b>	<b>56160</b>	<b>280800</b>
<b>PL-2</b>						
<b>Contract Administrator</b>	1440	1440	1440	1440	1440	7200
<b>Financial Analyst</b>	1344	1344	1344	1344	1344	6720
<b>Water Resources Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Engineer</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Scientist</b>	1920	1920	1920	1920	1920	9600
<b>Environmental Modeler</b>	1920	1920	1920	1920	1920	9600
<b>Geographer</b>	1200	1200	1200	1200	1200	6000
<b>Chemist</b>	1200	1200	1200	1200	1200	6000
<b>Biologist</b>	1200	1200	1200	1200	1200	6000
<b>Hydrologist</b>	1344	1344	1344	1344	1344	6720
<b>Marine Biologist</b>	960	960	960	960	960	4800
<b>Toxicologist</b>	1440	1440	1440	1440	1440	7200
<b>Statistician</b>	1440	1440	1440	1440	1440	7200
<b>Economist</b>	1200	1200	1200	1200	1200	6000
<b>Environmental Planner</b>	1200	1200	1200	1200	1200	6000
<b>Ecologist</b>	1440	1440	1440	1440	1440	7200
<b>GIS Analyst / Specialist</b>	1440	1440	1440	1440	1440	7200
<b>Computer Programmer</b>	1440	1440	1440	1440	1440	7200
<b>Technical Editor / Information Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Report Writer</b>	1920	1920	1920	1920	1920	9600
<b>Meeting Planner / Coordinator / Facilitator</b>	1440	1440	1440	1440	1440	7200
<b>Public Outreach Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Internet / DRUPAL Expert</b>	1200	1200	1200	1200	1200	6000
<b>User Experience Specialist</b>	1152	1152	1152	1152	1152	5760
<b>Natural Resources Management Specialist</b>	1200	1200	1200	1200	1200	6000
<b>PL-2 TOTAL</b>	<b>35280</b>	<b>35280</b>	<b>35280</b>	<b>35280</b>	<b>35280</b>	<b>176400</b>

<b>PL-1</b>						
<b>Contract Administrator</b>	720	720	720	720	720	3600
<b>Financial Analyst</b>	960	960	960	960	960	4800
<b>Environmental Engineer</b>	1440	1440	1440	1440	1440	7200
<b>Environmental Scientist</b>	1200	1200	1200	1200	1200	6000
<b>Environmental Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Marine Biologist</b>	1200	1200	1200	1200	1200	6000
<b>Chemist</b>	1200	1200	1200	1200	1200	6000
<b>Toxicologist</b>	1200	1200	1200	1200	1200	6000
<b>Planner</b>	1200	1200	1200	1200	1200	6000
<b>Statistician</b>	1200	1200	1200	1200	1200	6000
<b>Computer Systems / Graphics Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Technical Editor / Report Writer</b>	1200	1200	1200	1200	1200	6000
<b>Desktop Publisher</b>	1200	1200	1200	1200	1200	6000
<b>Environmental Planner</b>	1200	1200	1200	1200	1200	6000
<b>Lab Technician (Chemistry / Biology)</b>	1200	1200	1200	1200	1200	6000
<b>Publication Manager</b>	1200	1200	1200	1200	1200	6000
<b>Public Education Specialist / Information Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Public Outreach Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Computer Programmer</b>	1200	1200	1200	1200	1200	6000
<b>Data Entry Specialist</b>	1200	1200	1200	1200	1200	6000
<b>Internet / DRUPAL Expert</b>	1200	1200	1200	1200	1200	6000
<b>Meeting Planner / Coordinator / Facilitator</b>	1152	1152	1152	1152	1152	5760
<b>PL-1 TOTAL</b>	<b>25872</b>	<b>25872</b>	<b>25872</b>	<b>25872</b>	<b>25872</b>	<b>129360</b>

#### Other Direct Costs

<b>Other Direct Costs</b>	<b>Base Year</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total</b>
<b>Travel, Lodging, Per Diem</b>	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$960,000
<b>Technical Support for Meetings</b>	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
<b>Field Logistics to Collect Water Samples</b>	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$600,000
<b>Laboratory Analysis for Water Samples</b>	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
<b>Reproduction</b>	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$2,400,000
<b>Postage &amp; Courier Service</b>	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$240,000
<b>Webinar &amp; Webcasts</b>	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$240,000
<b>Ship Rental</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
<b>Total</b>	<b>\$2,608,000</b>	<b>\$2,608,000</b>	<b>\$2,608,000</b>	<b>\$2,608,000</b>	<b>\$2,608,000</b>	<b>\$13,040,000</b>

(c) Proposals which include subcontracting shall also include the results of the prime contractor's evaluation of subcontract cost as required by FAR 15.404-3(b) (2).

**L-25 LOCAL CLAUSES EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN**

(a) Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:

(1) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(2) An organizational chart showing the position of a Quality Assurance function or person within the organization. It is highly desirable that the Quality Assurance function or person be independent of the functional groups which generate measurement data.

(3) A delineation of the authority and responsibilities of the Quality Assurance function or person and the related data quality responsibilities of other functional groups of the organization.

(4) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(5) The background and experience of the proposed personnel relevant to accomplish the Quality Assurance specifications in the Statement of Work.

(6) The offeror's general approach for accomplishing the Quality Assurance specifications in the Statement of Work.

(b) Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality/qs-docs/r2-final.pdf>

## SECTION M - Evaluation Factors for Award

### *M-1 Clauses*

#### **M-1 LOCAL CLAUSES EVALUATION OF OPTION TO EXTEND SERVICES**

For purposes of evaluating the price of the Government's Option to Extend Services (FAR 52.217-8), the Government will add half of the offeror's proposed total cost-plus-fixed-fee for the final year of the contract to the overall contract price. Offerors shall not submit a separate price for the potential six-month Option to Extend Services. Evaluation of the Government's Option to Extend Services will not obligate the Government to exercise the option. If the Government does exercise the Option to Extend Services, the rates and fees that apply to the extension(s) shall be those in effect when the Government provides notice of its intent to exercise its Option to Extend Services.

#### **M-2 LOCAL CLAUSES EPA-M-09-101 EVALUATION OF CONFLICT OF INTEREST PLAN**

The plan described in the Section L provision entitled "Submission of Organizational Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror who submits a plan that ultimately is unacceptable at time of award will not be eligible for a contract award.

#### **M-3 LOCAL CLAUSES EPA-M-09-102 EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The disclosure statement described in the Section L provision entitled "Disclosure Requirements for Organizational Conflict of Interest" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror who submits a disclosure statement that ultimately is unacceptable at time of award will not be eligible for a contract award.

#### **M-4 LOCAL CLAUSES EPA-M-15-101 EVALUATION FACTORS FOR CONTRACT AWARD**

a) The Government will make award on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. In the event that there are two or more technically acceptable, equal price offers, the Government will consider socioeconomic, environmental, and other similar factors, as listed below in descending order of importance:

##### **Criterion A – Technical**

##### **Subcriterion A.1 TMDLs Program Support**

ELEMENT	ACCEPTABILITY
1 Demonstrated experience with the development of diverse TMDLs that address impairments for a range of pollutants. The completed TMDLs shall contain the required elements for EPA approval as indicated in the EPA guidance: <a href="https://www.epa.gov/sites/production/files/2015-10/documents/2002_06_04_tmdl_guidance_final52002.pdf">https://www.epa.gov/sites/production/files/2015-10/documents/2002_06_04_tmdl_guidance_final52002.pdf</a>	To be acceptable, an offeror shall demonstrate that it has completed a minimum of 15 EPA-approved TMDLs for at least three (3) of the following pollutant groups: 1. Sediments, 2. Nutrients, 3. Metals, 4. Organic compounds, 5. Pathogens.
2 Demonstrated experience with the development of diverse TMDLs that address impairments for a range of water body types.	To be acceptable, and offeror shall demonstrate that it has completed a minimum of 15 EPA-approved TMDLs for at least two (2) of the following water body types: 1. Rivers and streams. 2. Lakes and reservoirs. 3. Estuaries. 4. Coastal waters.

- |  |   |
|--|---|
| <p>3 Demonstrated experience providing technical assistance to States and/or EPA in the development of Integrated Reports (IRs) or other comprehensive, large-scale water body assessments (e.g., statewide or some other large geographic area) that identified impaired waters requiring the development or establishment of TMDLs.</p>                              | <p>To be acceptable, an offeror shall demonstrate that it has provided technical assistance in the development of at least one biennial Integrated Report (IR) or other comprehensive, large-scale water body assessment (e.g. statewide or other large geographic area.). The development of the document cited in support of this subcriterion shall have involved the following tasks: soliciting and compiling data and information on water body conditions, maintaining the data in a database, synthesizing the information, and organizing the information into a report.</p> |
| <p>4 Demonstrated experience with the development, modification, and use of a wide array of water quality models, i.e., compiling, calibrating and verifying, and running models for the development of NPDES permits, watershed plans, TMDLs, and/or TMDL alternatives.</p>   | <p>To be acceptable, an offeror shall demonstrate that it has successfully used at least one water quality model for each of the following three scenarios: 1) steady state, 2) quasi-steady state and 3) time variable, and which also represent a range of experience with one, two and three-dimensional modes. The models and their domain must be available to the public. Experience may include examples of use of models to translate TMDL allocations into permit limits and/or identification of controls for nonpoint sources (e.g. BMPs).</p>                             |
| <p>5 Demonstrated experience supporting the development of written guidance documents or technical manuals for TMDLs, watershed assessments, watershed plans, or other water quality issues, including, but not limited to, modeling or developing a TMDL for a particular pollutant, or water quality monitoring or assessments for any variety of organizations.</p> | <p>To be acceptable, an offeror shall demonstrate experience supporting the development of at least one written technical guidance manual or guidance document regarding the development of TMDLs and/or watershed plans (or similar topics) or other water quality issues. The experience may have been for a variety of organizations, either governmental or non-governmental.</p>   |

### **Subcriterion A.2 Nonpoint Source (NPS) Technical Support**

- | <b>ELEMENT</b>   | <b>ACCEPTABILITY</b>   |
|--|--|
| <p>1 Demonstrated experience in providing technical, logistical, or administrative support for any variety of stakeholder groups in the assessment and implementation of watershed-based strategies (e.g., use of incentive systems such as ag certainty agreements, NPS monitoring, and water quality modeling to assess the effectiveness of NPS controls) for controlling NPS in urban runoff /storm water, agricultural runoff, and one other NPS category. See <a href="http://water.epa.gov/polwaste/nps/categories.cfm">http://water.epa.gov/polwaste/nps/categories.cfm</a> for additional information concerning NPS categories).</p> | <p>To be acceptable, an offeror shall demonstrate experience on a minimum of three projects providing technical, logistical, or administrative support in the assessment and implementation of watershed-based strategies for controlling NPS with at least one project in each of the following categories: urban runoff/stormwater, agricultural runoff, and one other NPS category. Experience shall demonstrate technical, logistical, or administrative support in the development of technical guidance, workshops, or training, and can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.</p> |
| <p>2 Demonstrated experience providing technical support for developing watershed plans that integrate governmental programs or policies with monitoring, assessment, and NPS programs.</p>  | <p>To be acceptable, an offeror shall demonstrate that it has experience with a minimum of three projects providing technical support for developing watershed plans that integrate governmental programs or policies with monitoring, assessment, or NPS programs. For example, the offeror could demonstrate experience in developing watershed plans that exhibit knowledge of the nine elements of watershed plans from the Section 319 Clean Water Act (CWA) guidelines (see <a href="http://www.epa.gov/fedrgstr/EPA-WATER/2003/October/Day-23/w26755.htm">http://www.epa.gov/fedrgstr/EPA-WATER/2003/October/Day-23/w26755.htm</a>).</p>                              |

- |   |  |  |
|---|--|--|
| 3 | <p>Demonstrated experience providing technical support in the evaluation of NPS best management practices (BMPs) with an emphasis on cost-benefit evaluations, ancillary benefits of different BMP alternatives, and load reduction effectiveness for a variety of stakeholder groups. The demonstrated experience shall address both BMP planning or management approaches at both the site and watershed scale and integration of Green Infrastructure in watershed planning or urban development.</p> | <p>To be acceptable, an offeror shall demonstrate experience with at least two projects. At least one project shall demonstrate experience with BMP planning or management approaches and at least one project shall demonstrate experience with the integration of Green infrastructure in watershed planning or urban development. At least one of the projects shall demonstrate experience at the local scale and at least one shall demonstrate experience at the watershed scale. The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.</p> |
|---|--|--|

### **Subcriterion A.3 Monitoring Program & Data Management Technical Support**

- |   | <b>ELEMENT</b>   | <b>ACCEPTABILITY</b>  |
|---|--|---|
| 1 | <p>Demonstrated experience in providing primary technical and administrative support in Access and Oracle-based database development and management.</p> | <p>To be acceptable, an offeror shall demonstrate experience with one or more projects in which the offeror successfully assembled data from multiple sources into Access and Oracle databases. The project(s) shall also demonstrate production of a minimum of two complex water quality assessment data reports based on the data compiled into the database(s). In addition, the project(s) shall demonstrate experience with Access and Oracle-based system operation, maintenance, and enhancement.</p> |
| 2 | <p>Demonstrated experience in applying spatial data and analysis using ArcGIS.</p>   | <p>To be acceptable, an offeror shall demonstrate experience with one project or report that applies spatial data and analysis using GIS.</p>   |

### **Subcriterion A.4 Healthy Watersheds Program Support**

- |   | <b>ELEMENT</b>   | <b>ACCEPTABILITY</b>  |
|---|--|---|
| 1 | <p>Demonstrated experience in providing guidance and technical support for the protection of healthy watersheds.</p> | <p>To be acceptable, an offeror shall demonstrate experience with a minimum of two projects. At least one project shall demonstrate experience in multidisciplinary aquatic ecosystem sciences. For example, the project could include a combination of general ecology and ecosystem science, landscape ecology, biology (including habitat), chemistry (in the context of systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, and geology (including soils science). The offeror shall demonstrate a second project that demonstrates experience with monetized and non-monetized ecological benefits and services serving as an impetus for adopting measures to prevent the impairment of healthy watersheds. The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.</p> |

### **Subcriterion A.5 General Program Support**

- |   | <b>ELEMENT</b>  | <b>ACCEPTABILITY</b>  |
|---|---|---|
| 1 | <p>Demonstrated experience in economic modeling support, such as analyses related to the development of NPDES permits, watershed plans, TMDLs, and TMDL alternatives.</p> | <p>To be acceptable, an offeror shall demonstrate it has experience with compiling, calibrating and verifying at least 2 economic models for the purpose of demonstrating the</p> |

costs and benefits of various watershed management strategies and programs.

**Subcriterion A.6 Technical Support related to Ocean and Coastal Pollution Control and Impact Mitigation, Assessment of material proposed for Ocean Disposal, Assessment of proposed and active Ocean Disposal Material Sites, Aquatic Trash, Vessel and Port Pollution**

ELEMENT	ACCEPTABILITY
1 Demonstrated experience in providing technical support for monitoring and management of ocean dump sites including providing a vessel for sampling and analysis; Use of related ocean sampling equipment including calibration, testing, repairing, modifying and operation of equipment; Survey planning including designing and implementing field sampling programs for survey cruises, survey plans, personnel and logistics planning, providing equipment and supplies; Providing physical, chemical, and biological laboratory analysis, data interpretation, and remote sensing techniques with appropriate ground truthing.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
2 Demonstrated experience in providing technical support in the management of dredged material and the subsequent disposal of this material.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
3 Demonstrated experience in providing technical support for the analysis of aquatic trash, including source assessment, fate and transport via runoff, storm drains, and other means to the various water bodies, such as lakes, rivers, oceans, and estuaries.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
4 Demonstrated experience in providing technical support in evaluating the possible ways to reduce water pollution at its source and developing incentives to encourage the minimization of pollution. In addition, demonstrated experience should show development of economic analysis and environmental impacts.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
5 Demonstrated experience in providing technical support related to vessel discharges and port pollution support.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.

**Subcriterion A.7 Technical, Programmatic, Planning, Development and Implementation Support for Environmental, Ecological, Climate Change, Health Assessment, Public and Communication Outreach, Ocean Acidification, and Coral Reef Activities**

ELEMENT	ACCEPTABILITY
1 Demonstrated experience in providing technical support in the analysis of water pollution factors and other environmental factors including climate change that contributes to water pollution, and assessing and predicting the effects of these factors on the environment including plant, animal and human health.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.



- |   |   |
|---|---|
| <p>2 Demonstrated experience in providing technical support for public outreach including organizing, managing, presenting and translating technical data and conclusions into clear, concise documentation and presentation aids that can be used to communicate information to the general public, as well as to Federal and state government agencies, the regulated community, stakeholder groups, non-profit organizations, and associated technical and management communities. Examples of information transfer to the public include public forums and hearings, video development, public service announcements, hardcopy handouts, such as flyers, pamphlets, posters, booklets, and electronic documents and media such as web communications, and social media.</p> | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |
| <p>3 Demonstrated experience in providing technical support in ocean and coastal acidification activities and programs.</p>   | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |
| <p>4 Demonstrated experience in providing technical support in coral reef protection activities and programs.</p>   | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |

### **Criterion B - Quality Assurance / Quality Control**

- | <b>ELEMENT</b>  | <b>ACCEPTABILITY</b>  |
|---|---|
| <p>1 Provide a sample QAPP for New and Existing data.</p>   | <p>To be acceptable, the offeror shall demonstrate that the Sample QAPP for New and Existing data meets the requirements in:</p> <p><b>EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5)</b> <a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a> , March 2001 (Reissued May 2006), EPA/240/B- 01/003. <a href="http://www.epa.gov/quality/qs-docs/reissue.pdf">Reissue Notice, http://www.epa.gov/quality/qs-docs/reissue.pdf</a></p> <p><a href="http://www.epa.gov/quality/qs-docs/g5-final.pdf">Guidance for Quality Assurance Project Plans (G-5)</a> (PDF 111pp, 401K) - December 2002, EPA/240/R-02/009 (EPA QA-G/5), <a href="http://www.epa.gov/quality/qs-docs/g5-final.pdf">http://www.epa.gov/quality/qs-docs/g5-final.pdf</a></p>  |
| <p>2 Provide a QMP that meets the requirements in the Section L provision entitled “Instructions for the Preparation of a Quality Management Plan (QMP) (LC-46-22)”, the Section E clause entitled “Higher-Level Contract Quality Requirement Government Specification (FAR 52.246-11)”, and demonstrates a quality-control system capable of meeting all of the requirements in the PWS, including Quality Assurance/Quality Control requirements associated with environmental data operations, data collection, and data management.</p> | <p>To be acceptable, an offeror shall demonstrate that the QMP meets the requirements of the Section L provision entitled “Instructions for the Preparation of a Quality Management Plan (QMP) (LC-46-22)”, the Section E clause entitled “Higher-Level Contract Quality Requirement Government Specification (FAR 52.246-11)”, and demonstrates a quality-control system capable of meeting all of the requirements in the PWS, including Quality Assurance/Quality Control requirements associated with environmental data operations, data collection, data analysis, data use, and data management, contained in the following:</p> <p><b>EPA OW Quality Management Plan (QMP) (EPA 821-R-09-001)</b> published in February, 2009, <a href="http://www.epa.gov/oamcinc1/1100002/attach9.pdf">http://www.epa.gov/oamcinc1/1100002/attach9.pdf</a>;</p> <p><b>EPA Requirements for Quality Management Plans, EPA QA/R-2, EPA/240/B-01/002, March 2001,</b> <a href="http://www.epa.gov/quality/qs-docs/r2-final.pdf">http://www.epa.gov/quality/qs-docs/r2-final.pdf</a>, (reissued</p> |



May 2006), <http://www.epa.gov/quality/qs-docs/reissue.pdf>; and

**Guidance for Developing Quality Systems for Environmental Programs (G-1), November 2002, EPA/240/R-02/008, (EPA QA/G-1),**  
<http://www.epa.gov/quality/qs-docs/g1-final.pdf>

And in conformance with ANSI/ASQC E4—*Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs* (ANSI/ASQ E4-1994) (ANSI/ASQ, 1995).

### **Criterion C - Past Performance \***

<b>ELEMENT</b>	<b>ACCEPTABILITY</b>
1 Demonstrated satisfactory performance completed during the past three years on contracts and/or subcontracts similar in technical scope, size and complexity to this requirement.	To be acceptable, an offeror shall demonstrate satisfactory or higher performance ratings on at least three (3) contracts and/or subcontracts in excess of \$10,000,000 completed during the past three (3) years and all contracts and subcontracts currently in process, which are similar in technical scope, size, and complexity to this requirement. Factors for consideration include technical (quality of product), schedule, business relations, and management of key personnel and areas of demonstrated performance include: quality of product or service, schedule, cost control, management, and compliance with regulations

\* In accordance with FAR 15.305 (a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance, but will receive a rating of neutral.

### **Criterion D- Key Personnel**

<b>ELEMENT</b>	<b>ACCEPTABILITY</b>
1 The proposed Program Manager shall have acceptable qualifications.	To be acceptable the Offeror shall provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability of the proposed Program Manager to manage the following major areas of the PWS: <ul style="list-style-type: none"> <li>• watershed management approaches,</li> <li>• hydraulics and hydrology,</li> <li>• water quality assessments,</li> <li>• chemical and biological pollutant sources and treatment/mitigation technologies for stormwater,</li> <li>• ocean and coastal protection</li> <li>• economic and environmental modeling,</li> <li>• field monitoring and logistics,</li> <li>• field sampling,</li> <li>• laboratory analyses; and,</li> <li>• outreach / communications.</li> </ul>

In addition, the Program Manager shall demonstrate experience with the management of contracts of a similar technical scope, size and complexity to that specified in this solicitation.

If the Offeror proposes more than one Program Manager to fulfill the Program Manager responsibilities, then each person's qualifications and role in managing the project shall be clearly conveyed in the responses to the technical evaluation criteria. No more than two individuals may be proposed. Each proposed individual must meet the qualifications identified in the Definition of Labor Classification Attachment under the PL-4 category.

To demonstrate availability, Offerors should describe how the proposed Program Manager(s) will meet the requirement for the number of hours set forth in the Cost Proposal Instructions, and will remain available for this requirement while they fulfill their obligations to other contracts or clients.

- 2 The proposed Quality Assurance Officer shall have acceptable qualifications.

To be acceptable the Offeror shall provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability of the proposed QA Officer to manage the QA/QC requirements under this contract in the following technical areas of the PWS:

- watershed management approaches,
- water quality assessments,
- economic and environmental modeling,
- field monitoring and logistics,
- field sampling, and
- laboratory analyses

The proposed QA Officer shall be identified as the main point of contact for items related to QA/QC functions in the contract; shall be identified as holding the primary responsibility for the satisfactory performance of QA-related work under this contract, and shall be designated a key person(s) in accordance with the "Key Personnel" clause (EPAAR 1552.237-72). If the Offeror proposes more than one individual to meet the QAO responsibilities, then each person's qualifications and role in performing these duties must be clearly conveyed in the response to the technical evaluation criteria. No more than two individuals may be proposed. Each proposed person must meet the qualifications identified in Attachment 4: "Definition of Labor Classifications under the PL-4 category."

To demonstrate availability, Offerors should demonstrate how the proposed QAO(s) will meet the requirement for the number of hours set forth in the Cost Proposal Instructions, and will remain available for this requirement while they fulfill their obligations to other contracts or clients.

## PERFORMANCE WORK STATEMENT TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION

### 1.0 PURPOSE

Since passage of the Clean Water Act of 1972 (CWA), considerable progress has been made in reducing water pollution from both point and nonpoint source (NPS) dischargers. Although progress has been made in reducing pollution from point and nonpoint sources in the nation's streams, lakes, estuaries, wetlands, and coastal waters, state water quality assessments continue to show significant impairments of designated uses in these waters. At the same time, states have identified healthy biota and habitats and intact watershed functions in watersheds. To fully meet the requirements of the CWA and other legislation enacted since 1972, continued work must be performed to improve point and nonpoint source controls and to promote and foster improvements in nonpoint source management. In addition, to fully meet the maintenance objective of the CWA, healthy watersheds must be identified and protected if restoration is to be successful. Water quality monitoring programs at the federal, tribal, state, local, and private levels are necessary to document the extent and nature of pollution problems nationwide, determine the effects of pollution control programs, and measure progress toward water quality objectives and goals. The purpose of this Performance Work Statement (PWS) is to support the activities and mission of the EPA to: 1) monitor water quality, and manage and display water quality information; 2) assess water quality conditions and report on those conditions to the public and Congress; and 3) advance the protection and restoration of the nation's watersheds and water bodies. Protection and restoration of watersheds and water bodies can be accomplished through: 1) the development and implementation of Total Maximum Daily Loads (TMDLs); 2) ensuring the use of point and nonpoint source pollution controls; 3) the development of tools for ecosystem restoration; 4) the identification and protection of healthy watersheds; and, ultimately, 5) the improvement of water quality.

The following major activities are involved in this effort:

**1.1 Support watershed protection and restoration.** The contractor will provide techniques and strategies in the protection (i.e., biota and habitat and functional processes) and restoration of ecosystems (e.g., habitat, riparian, wetland, and stream corridor restoration) in conjunction with the programs of states, tribes, and other federal agencies.

**1.2 Promote watershed protection.** The contractor will provide technical, logistical, and administrative support to spread the message that traditional EPA, state, and tribal programs are most logically coordinated and implemented on a watershed basis, including the advocacy of the watershed scale approach to the development and implementation of TMDLs and other water programs. This will involve public outreach and technology transfer to interested parties, and the forging of partnerships with those interested parties to achieve watershed protection goals using incentives, outreach, education/training, and creative, often non-regulatory, methods of improvement.

In addition, the contractor shall support the EPA in providing guidance and technical services for watershed planning activities. Those watershed planning activities will coordinate water quality protection and restoration programs, provide measurable goals for managing water bodies, and address the chemical, physical, and biological integrity of water bodies impacted by land-use related activities, storm water and runoff, habitat loss, invasive species, climate change, and pollution.

**1.3 Promote and support the identification and protection of healthy watersheds.** The contractor will provide technical and administrative support in identifying healthy watersheds at the state and local levels, and in implementing programs with the EPA Regions, states, tribes, other federal agencies, local governments, and other organizations to protect those watersheds. This will include supporting the EPA in the development of guidance and technical tools, healthy watershed assessments and measures, management strategies, protection program performance measures, and social and economic benefits analyses.

**1.4 Promote and support the evaluation of climate impacts on the nation's surface water ecosystems.** The contractor will provide technical and administrative support in identifying, analyzing, and evaluating surface water ecosystems for the impacts of climate change. It will also support the EPA in determining how those impacts can be assessed while implementing programs with the EPA Regions, states, tribes, other federal agencies, local governments, and other organizations working to preserve, protect, and restore water quality and habitat in surface water ecosystems. This will include supporting the EPA in the development of guidance, technical tools, management strategies, and program performance measures for protection and mitigation, analyses of social and economic benefits, and the assessments and measures of varying scenarios for climate change, sea level rise, temperature, precipitation, drought, stream flow, salinity, and other parameters of habitat and water quality.

**1.5 Promote and support water quality monitoring across EPA programs, including, but not limited to, integrating NPS monitoring, baseline monitoring, effectiveness monitoring for TMDLs and alternatives, waterbody use and user surveys, and site-specific water quality standard (WQS) attainment monitoring and statistically-valid surveys of surface water bodies at multiple scales.** The contractor shall provide technical, logistical, and administrative support to the EPA in: 1) designing monitoring plans incorporating new tools and technologies into state, regional, and other monitoring networks, 2) the field collection of water quality samples for water quality studies, statistically-based surveys, and other purposes, 3) laboratory analysis and Quality Assurance (QA) of water quality samples, and 4) the assessment and reporting of results for water quality studies, statistically-based surveys, and other purposes. The contractor will provide technical and administrative support to demonstrate that monitoring for all programs needs to be integrated and coordinated.

**1.6 Provide program tools.** The contractor shall provide tools for more effective and efficient watershed management, including technical workshops which provide training for the Watershed Scale Approach to TMDL development, assessment, and implementation, and other watershed-related training. These tools will include guidance and procedures for: 1) water quality monitoring and data management; 2) development and application of screening tools, such as landscape models and vulnerability assessments, indicators, decision support and prioritization tools; and 3) the use of the TMDL development and implementation, including innovative, surrogate TMDL approaches, implementation-ready TMDLs, nutrient criteria development and implementation, preparation of guidance on ecosystem and watershed management, preparation of additions to the Watershed Academy and other training venues for broad-based training, education, and water quality technical support. Upon authorization of the CO and the Office of Water's Information Management Official (IMO), the contract may also include the development of information technology products, such as on-line tools or mobile applications. All technology products must be conducted in adherence to Agency policy and procedures. All development, if approved by the CO and IMO, must be deployed to EPA on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act. (FISMA).

**1.7 Promote water quality trading and other ecosystem service markets.** The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to promote the application of market-based approaches to environmental management, specifically water quality trading. Activities within this category may include support in: the development of technical guidance, organizing and conducting workshops and training, developing tools, creating outreach and education, as well as other communications materials, and the development of a water quality trading recognition and awards program.

**1.8 Strengthen state and tribal NPS management.** The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with the EPA regions, states, tribes, and watershed stakeholder organizations to develop a framework for strengthening nonpoint source management. In particular, the contractor will provide support in incorporating more robust Reasonable Assurance documentation into TMDLs impaired by both point and nonpoint source pollutants.

**1.9 Provide support to the Hypoxia Task Force.** The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with the interagency Hypoxia Task Force (HTF). Assistance includes: support for updating the HTF website content; logistical support for periodic meetings of the HTF, including a public component to the meeting; conduct of webinars associated with HTF meetings; and preparation of various outreach materials, including reports/assessments, and the biennial Reports to Congress required by the Harmful Algal Bloom and Hypoxia Research and Control Amendments (HABHRA) of 2014.

**1.10 Focus programs on threatened and impaired waters.** The contractor shall provide technical, logistical, and administrative support to the EPA as it promotes the implementation of more effective water quality control programs (including, but not limited to, nonpoint source (NPS) programs) that will improve the quality of threatened or impaired waters and work to avoid new impairments or threats to water quality.

**1.11 Foster a commitment to solve water quality problems through private actions.** The contractor shall provide technical, logistical, and administrative support to the EPA as it uses varied approaches to public outreach as a means of educating the public and local decision-makers on the value of clean water, so that there is a broader commitment to solve pollution problems through individual actions and appropriate public policies.

**1.12 Work with the EPA to collect and share water quality information.** The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with its collection and sharing of water (including wetlands) quality information to support the goals of the CWA and the EPA's mission.

**1.13 Provide for the field collection of wetlands and water quality samples.** The contractor shall provide technical, logistical, and administrative support to the EPA in the field collection of water quality and wetland indicator samples for water quality studies, statistically-based surveys, and other purposes.

**1.14 Laboratory analysis of water quality samples and assessment of results.** The contractor shall provide technical, logistical, and administrative support to the EPA in laboratory analysis of wetland and water quality samples, and assessment of results for water quality studies, statistically-based surveys, and other purposes.

**1.15 Foster a commitment to use Green Infrastructure for Stormwater Management.** The contractor shall provide technical, logistical, and administrative support on the use of Green Infrastructure for Stormwater Management. This includes, but is not limited to: cost estimation, design guidance, training module development, webcasts, cross-media assessments (air, energy, urban forestry, etc.), outreach, and policy support.

The contractor will provide technical support to the EPA under this acquisition to develop program tools for accomplishing the above goals. In the context of this acquisition, the term “EPA” means the United States Environmental Protection Agency and its related organizations, including the EPA Regional Offices and laboratories.

**1.16 Provide Support to OWOW’s Ocean and Coastal Protection Programs.** The contractor shall provide technical, logistical, programmatic, and administrative support to the Agency’s efforts to protect human health and the marine environment from ocean and coastal pollution. This will include support for non-regulatory and regulatory programs under the CWA, Marine Protection, Research and Sanctuaries Act (MPRSA), and other statutes. Activities within this category may include, but are not limited to the National Estuary Program, coastal watersheds and their management and stakeholders activities, ocean dumping (including significant support for planning/implementing/reporting for ocean dumpsite field monitoring), marine/coastal pollution control, vessel pollution, technology transfer, smart growth, marine trash, coral reef protection, ocean and coastal acidification, nutrient impact, invasive species, land-based sources of trash and impact assessments, monitoring of ocean disposal sites and other marine discharges/coastal waters, and the impacts of climate change on coastal resources.

## **2.0 TASKS:**

### **2.1 TMDLs PROGRAM SUPPORT**

In December of 2013, the EPA announced a new collaborative framework for implementing the CWA Section 303(d) program – *A Long-Term Vision for Assessment, Restoration, and Protection under the Clean Water Act Section 303(d) Program*. This framework provides expectations for both the states and the EPA to advance the program. The program “Vision” has six overarching goals – Prioritization, Assessment, Alternatives, Protection, Engagement, and Integration. The contractor will provide technical, logistical, and administrative support of the EPA’s efforts to advance these goals, corresponding milestones, and the overall underlying objectives of the program vision.

**2.1.1 Development of TMDLs.** The EPA Regions will identify specific TMDLs or portions of specific TMDLs for development or review. The contractor will provide technical support for TMDL development and implementation. That support could include activities such as: 1) gathering and evaluating existing data from public and private sources, and making recommendations on the collection of new data to fill data gaps; 2) establishing numeric TMDL targets or surrogate targets; 3) assessing existing conditions; 4) conducting source analysis and analytical linkages between elements; 5) estimating loading capacity and TMDLs, and allocating loads; 6) determining actions needed to address key sources; 7) completing assessment, analysis, and modeling efforts to establish draft TMDLs; 8) translating load allocations into daily loads using load duration curves and other methods; 9) preparing responses to public comments on technical portions of the TMDLs; 10) making recommendations for implementing TMDLs and the monitoring of impaired waters to meet water quality standards and TMDL and waste load allocations; 11) providing assistance to states, territories, and tribes in incorporating various approaches for including Reasonable Assurance

documentation into TMDLs, including approaches needed to incorporate nonpoint sources more effectively into ongoing TMDL development and implementation; 12) developing TMDL implementation plans; and 13) preparing illustrative national case studies. Support for reasonable assurance could include: 1) providing technical assistance to estimate the current NPS load by sector, and a method for estimating expected NPS reductions by sector (e.g., type of Best Management Practices (BMP), how many will be applied, their pollutant reduction efficiencies, etc.); 2) development of an adaptive management procedure for reviewing key milestone progress and revising BMP to meet the TMDL target loads; 3) establishing a procedure for site-specific evaluation of water bodies with significant NPS pollution loads; 4) tracking the progress of NPS control implementation; and 5) developing a monitoring and reduction tracking system. For treatment of data, see: "Deliverables" Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

**2.1.1.1 The temporal expression of TMDL loads in all the deliverables, in addition to the averaging period used by the modeling, shall also include a daily loads expression, unless otherwise indicated by the Task Order Contracting Officer's Representative (TOCOR).**

**2.1.1.2 Preparation of a "TMDL support document" which explains how the TMDL meets all regulatory requirements for a TMDL unless otherwise specified by the EPA.** The table of contents and content of the draft TMDL support document must also follow the table of contents and format specified by the TOCOR, if it is not otherwise specified in the PWS.

**2.1.1.3 The contractor shall also prepare an electronic library of the administrative records containing documents that support the establishment of and calculations/allocations for each of the TMDL support document deliverables.** Components of the record should include all materials relied upon to develop and support the calculations/allocations in the TMDL, including: 1) any data, analyses, or scientific/technical references that were used; 2) records of correspondence with stakeholders and the EPA; 3) responses to public comments; and 4) other supporting materials. This record is needed to facilitate public and/or EPA review of the TMDL. The contractor can exclude copyrighted material from the electronic library, but must include the reference in the Index of the Administrative Record required of each of the TMDL support documents. All material in the Index of the Administrative Record should be properly cited in the TMDL support document deliverables. Any references made in the TMDL support documents should be properly documented in the Index of the Administrative Record.

**2.1.1.4 Comments received regarding the draft deliverables shall be indexed into a separate document and included with the contractor's responses when addressing the comments.**

## **2.1.2 Water Quality Assessments (for development of TMDLs) and TMDL Alternatives.**

**2.1.2.1 The contractor shall provide technical, logistical, and administrative support to prepare manuals and technical documents for: monitoring and assessing water quality health, progress towards meeting water quality standards, and TMDL effectiveness.** The contractor shall support the EPA in: 1) identifying and collecting currently available assessment methods; 2) summarizing the contents, applicability, and usefulness of currently available assessment methods; and 3) preparing recommendations of variations and combinations of methods which are appropriate to meet individual situations and site-specific needs.

**2.1.2.2 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and calculate TMDLs of pollutant or pollution for individual water bodies not meeting designated uses.** The contractor shall support the Agency's efforts to: 1) review these methodologies, procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and calculate TMDLs of pollutant or pollution for individual water bodies not meeting designated uses. This support includes calculations, methodologies, or approaches for innovative TMDL processes that may use surrogate parameters to bring water bodies into attainment.

**2.1.2.3 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and develop TMDL alternatives (e.g. Category 4b or 5) for individual water bodies not meeting water quality standards (designated uses, water quality criteria and antidegradation requirements) or protection plans (e.g., Category 1 or 2).** The contractor shall support the Agency's efforts to: 1) review these methodologies, procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and develop TMDL alternatives or protection plans.

**2.1.2.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and review the procedures utilized by states, tribes, and territories to screen water quality assessment data and prepare priority lists of waters not meeting designated uses for which the calculation of a TMDL is scheduled.**

**2.1.2.5 The contractor shall provide technical, logistical, and administrative support to identify and collect the baseline data and individual assessment methodologies necessary to develop and establish TMDLs of pollutants for individual water bodies, where the EPA has been assigned a mandatory duty by the Federal Courts to assist states, tribes, and territories in meeting CWA requirements for TMDLs.**

**2.1.2.6 The contractor shall provide technical, logistical, and administrative support to the EPA for the development and application of existing methodologies, protocols, and, if necessary, written guidance documents, for conducting water quality assessments and for developing technically sound TMDLs, TMDL alternatives, or protection plans.** These methodologies, protocols, and/or guidance would focus on situations where the existing tools are determined to be inadequate to address new or emerging assessment or TMDL development issues, or the existing tools have been ruled insufficient by the Federal Courts.

**2.1.2.7 The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to identify and quantify the effects of stressors to present and future water quality, including, but not limited to, climate change, ocean acidification, invasive species, population growth, and shifts in land use.** The contractor shall assist the EPA in evaluating and developing methodologies to adequately reflect such stressors for 303(d) listing and TMDL development and implementation.

**2.1.2.8 The contractor shall provide technical, logistical, and administrative support to the EPA for the development and application of economic analyses, protocols, and, if necessary, written guidance**



**documents, to support the EPA's rationales and other program efforts to conducting water quality assessments, and for developing technically sound TMDLs.** These methodologies, protocols, and/or written guidance documents would focus on situations where the existing tools are determined not to be economically achievable to address new or emerging assessment or TMDL development issues, or the existing tools have been ruled insufficient by the Federal Courts.

**2.1.2.9 The contractor shall provide technical, logistical, and administrative support to the EPA for the implementation of state-approved or EPA-approved TMDLs.** This will include preparing: analyses, protocols, and written guidance documents; schematic plans, drawings, specifications, and other architectural/engineering (A/E) services (up to and including preparation of bid documents for design and construction) for best management practices (BMPs) proscribed by state- or EPA-approved TMDLs containing load allocations. This will also include analyses, protocols, written guidance documents, schematic plans, drawings, specifications, and other A/E services (up to and including bid documents) for BMPs proscribed by state- or EPA-approved TMDLs containing wasteload allocations.

### **2.1.3 Water Quality Technical Modeling Support.**

**2.1.3.1 Provide technical support for use of information, procedures, and predictive tools that will facilitate incorporation of multi-source considerations into screening and planning/decision-type analyses.**

**2.1.3.2 Provide technical support for application and/or refinement of modeling for assessing the impact of point and nonpoint sources on receiving waters and linkages to ground water.** For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

**2.1.3.3 Provide technical support for the development and application of modeling for determining the point and NPS controls necessary in meeting water quality objectives.** This support could include quantifying the loads anticipated to be reduced by specific point or NPS control approaches, BMPs, or strategies. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

**2.1.3.4 Provide technical support for the development of cost-effective monitoring strategies for gathering field data when such activity is required.**

**2.1.3.5 Support training and the application of water quality management models with state and local government watershed organizations.** Many of these tools address both point and NPS planning and management, primarily at the watershed level. Examples of such models include, but are not limited to, the Generalized Watershed Loading Function (GWLf) model, Spreadsheet Tool for Estimating Pollutant Load (STEPL), Soil and Water Assessment Tool (SWAT), Hydrologic and Water Quality System (HAWQS), Agricultural Non-Point Source model (AgNPS), Storm Water Management Model (SWMM), Hydrologic Simulation Program FORTRAN (HSPF), and Phosphorus Load (P-load). Training may also include working with the Pollution Reduction Impact Comparison Tool (PRedICT) and the Site Evaluation Tool (SET), which are tools for predicting load reductions for water quality management measures. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

#### **2.1.4 Economic Modeling and Analysis of Costs and Benefits.**

**2.1.4.1 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate economic analyses and models which have been prepared to determine the costs (and benefits) of watershed management and existing regulatory requirements for surface water quality assessments and management approaches, such as calculating TMDLs of pollutants in individual water bodies.** In particular, the contractor shall support state, tribe, territory, and local efforts to more accurately estimate the cost of water quality monitoring and assessments, reporting requirements, data management, and developing fully-approvable TMDLs. The contractor shall support the Agency's efforts to review for technical sufficiency these existing analyses and models. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.7.

**2.1.4.2 The contractor shall provide technical, logistical, and administrative support to apply these analyses and models to determine the costs and economic benefits of alternative regulatory approaches, which the Agency might be required to consider as a result of public comment or judicial review of the current Code of Federal Regulations (CFR) supporting individual requirements contained in the CWA.** For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

**2.1.4.3 The contractor shall provide technical, logistical, and administrative support to consider the costs and economic benefits of developing, managing, and implementing alternative approaches to implement specific statutory requirements in the CWA, as a result of public comment, judicial review, or congressional CWA reauthorization.**

**2.1.4.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate technical data, and economic analyses and models, to prepare a Regulatory Impact Analysis or Economic Analysis for alternative agency actions. Such a Regulatory Impact Analysis or Economic Analysis might be considered as a result of public comment, judicial review, or congressional reauthorization of CWA requirements for surface waters, water quality assessment, and management actions, such as the identification and scheduling of individual water bodies needing a calculation of TMDLs of pollutants.** For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

#### **2.2 Point Source (PS) & NPS Technical Support.**

**2.2.1 NPS monitoring, land treatment tracking, and NPS data analysis methods.** Provide technical, logistical, and administrative support in the development of technical guidance, workshops, and training on water quality, ecological, and NPS monitoring, including chemical, physical, biological, and habitat monitoring in freshwater (both surface and ground waters) and saltwater environments. The contractor shall also support development of techniques for tracking land use changes and the implementation of NPS control practices for purposes of documenting the status of implementation and linking land-based data with water quality data to determine the effects of land management on water quality at the watershed-level, and site-specific evaluations through statistical means. This work may include assessment, development, calibration, verification, and application of water quality models for surface and groundwater management. For treatment of data, see "Deliverables", Section 4.0; for quality assurance, see "Quality Assurance (QA) Requirements", Section 2.6.

**2.2.2 Best Management Practice (BMP) design, site planning, and development of technical information, such as BMP effectiveness, BMP options, and Green Infrastructure for Stormwater Management.** Provide technical support that will enable the EPA's state, territory, and tribal partners, and related organizations to incorporate BMP and management measures for point and NPS control. Areas to be addressed include BMP design, BMP system design, site planning, cost estimation, policy, case studies, cross-media integrated water resources management, integration of Green Infrastructure in watershed planning and urban development, and information on BMP effectiveness and limitations. Specifically, the contractor will assist the EPA and, through the EPA, the various states in defining the range of technically-feasible BMPs that span current NPS load estimates to the technologically-achievable limits. Such technical support may include life-cycle analyses, and analyses of operation and maintenance practices, performance, and costs. These analyses may also include the use of integrated water resource management policies, approaches, methods, and support to provide tools and analysis regarding the energy implications of using integrated water resource management approaches, including green infrastructure and low impact development practices. The range of point and nonpoint sources will include agriculture, forestry, hydro modification, on-site disposal systems, marinas, storm water, Confined Animal Feeding Operations/Animal Feeding Operations (CAFOs/AFOs), and mining.

**2.2.3 Pollution control needs and priorities for various sectors (e.g., dairies, soybeans, private foresters, etc.), and support in developing strategies to address identified priorities.** Provide technical, logistical, and administrative support in the EPA's development of profiles of NPS sectors (e.g., dairy, agriculture) to assist in developing strategies for addressing problems caused by the sectors. Sector profiles will be developed that document the: 1) economic and social significance of the sector (e.g., share of world market, exports, production, jobs, products), 2) ways in which the business of the sector is conducted across the nation (e.g., details regarding planting, harvesting, and processing of soybeans), 3) water quality problems caused by the sector (e.g., sediment and nutrient loads from conventional-till corn), 4) BMP for preventing water quality problems (e.g., no-till corn and nutrient management), and 5) opportunities for working with the sector to help solve its water quality problems, both in surface waters and in ground water.

#### **2.2.4 Implementation issues related to point and NPS strategies.**

**2.2.4.1 Assess implementation issues related to point and nonpoint source strategies and provide recommendations to the EPA.** Provide technical, logistical, and administrative support in the assessment and implementation of watershed-based strategies for controlling urban stormwater, CAFOs, municipal and industrial discharges, and recommend options to facilitate implementation of responsibilities under the National Pollution Discharge Elimination System (NPDES) at the state, local, and regional levels. This task will include support to effectively assess and track progress in the implementation of NPS controls, proposed as part of the TMDLs' Reasonable Assurance documentation. This task will also include support for the EPA's management and administration of water quality planning programs under CWA sections 604(b), 303(e), 205(j), and 208, to further the assessment, protection, and restoration of watersheds. In addition, this will include technical assistance to the EPA concerning state grants procedures and program scope, analysis of environmental benefits, and other outcomes of water quality planning activities, and support for implementation and/or revision of water quality management policies. All decisions and policy direction shall be the sole responsibility of the EPA.

**2.2.4.2 Provide technical, logistical, and administrative support on the development of watershed plans to address waters that are threatened or impaired by nonpoint sources, and which may include point sources.** The contractor may be asked to develop watershed-based plans or modify existing watershed-based

plans that both meet the TMDL requirements and the requirements for NPS watershed-based plans listed in the Nonpoint Source Program and Grants Guidelines for States and Territories (April 2013) at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>. These watershed management or implementation plans may be associated with implementation of TMDLs or might address other threats to the physical, chemical, and biological integrity of the nation's waters. This would include support for the development and use of NPS models, other technical tools, and other implementation planning processes to assist in the implementation of NPS TMDLs.

**2.2.4.3 Provide technical, logistical, and administrative support in the analysis and evaluation of the range of voluntary and regulatory approaches to pollution control, including the use of incentive systems to strengthen such efforts.** Technical assistance regarding the use of incentive systems may include topics such as voluntary and regulatory incentives, and other mechanisms, like offsite mitigation schemes, to reduce the impacts of various land uses or development practices on receiving waters.

**2.2.4.4 Provide technical, logistical, and administrative support to integrate the policies of other agencies and their programs (e.g., Farm Bill, Transportation Programs, and Grazing Reform) with the monitoring, assessment, and NPS programs.** The types of support the contractor may provide include data analysis (e.g., economic and water quality analyses), graphics presentations (e.g., Geographical Information Systems (GIS) applications), legislative analyses, and meeting support.

**2.2.4.5 Provide technical support in implementing TMDLs for point sources through NPDES permitting, including translating waste load allocations into permit limits or other allowable methods.** The contractor may also be requested to support the EPA in the following activities: preparing analyses, protocols, and written guidance documents; as well as, schematic plans, drawings, specifications, and other A/E services (up to and including bid documents), for BMPs proscribed by state- or EPA-approved TMDLs containing wasteload allocations.

**2.2.4.6 Provide technical, logistical, and administrative support to the EPA for effective and responsible water use, treatment, disposal, and management, and in encouraging the protection and restoration of watersheds under the NPDES program.** Contractor support shall consist primarily of collecting, compiling, and/or analyzing data and information from files, records, and databases of the EPA, states, tribes, local authorities, and treatment facilities (including decentralized wastewater and stormwater facilities). The contractor shall provide recommendations, options, analyses, studies, peer review, database support, and outreach material or training with regard to standards and requirements for compliance. All decisions and policy direction shall be the sole responsibility of the EPA.

**2.2.4.7 Provide technical, logistical, and administrative support for the EPA to address onsite stormwater and wastewater management systems (e.g., onsite wastewater treatment systems, low impact development stormwater systems, graywater systems, rainwater harvesting systems, water reuse systems) to reduce the impacts on receiving waters and restore impaired water bodies.** Support will include analyses of water-related codes and ordinances, "green building" approaches and water resources, landscape design (including sustainable landscaping/turf management) and architecture, groundwater recharge, hydrology and water balance (at both the site and watershed scale), green transportation systems (including roads, highways, bridges, parking lots, and alleys), and "water sensitive design" approaches. Such technical support may include quantification of benefits and costs, performance and effectiveness analyses, decision making tools, database assistance, economic analysis, case studies, and

modeling to determine relative costs and benefits, as well as technical support regarding the treatment and differential use of water based on end use, treatment costs, and public health risk.

**2.2.4.8 Provide technical support to the EPA for producing nonpoint source success stories that describe the partial/full restoration of waterbodies under the EPA's strategic plan measure, such as WQ-10 or SP-12. Provide technical support to the EPA to produce nonpoint source success stories that show progress toward meeting water quality goals or document ecological restoration that resulted in one or more uses being restored. Provide technical support to the EPA for producing a highlights report for the national nonpoint source program.**

**2.2.5 Coastal NPS Programs under Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 Section 6217.**

**2.2.5.1 Evaluate state coastal nonpoint pollution control programs submitted to the EPA and the National Oceanic and Atmospheric Administration (NOAA) under the Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 to determine their conformity with the technical § 6217(g) guidance.**

**2.2.5.2 Develop periodic "Coastal Coordinators Workshops" [names of workshops will vary from year to year], which will provide an opportunity for technology and information exchanges among states beginning to implement their own coastal NPS programs.**

**2.2.6 Best Management Practices summaries and evaluations under CZARA.** Support EPA investigations of the effectiveness of BMP for agriculture, forestry, hydromodification, on-site disposal systems, marinas, CAFOs/AFOs, and mining. The EPA currently has extensive documentation of BMP effectiveness through the coastal nonpoint pollution control program, or section 6217(g) guidance on management measures, but this information will require updates and expansion. The contractor shall perform literature retrievals, consolidate information, and provide summaries of the effectiveness and costs of BMPs.

**2.2.7 Evaluate State and Tribal CWA Section 319 assessment reports and management programs.** Evaluate existing and draft State and Tribal CWA Section 319 assessment reports and management programs to identify and clarify the need for technical and programmatic materials, tools, and guidance to strengthen Section 319 assessments and management programs. Evaluate monitoring programs to develop guidance and training materials for use with states and tribes on developing and implementing more effective NPS monitoring/assessment programs. Assess conformity of state/regional/tribal nonpoint source management programs (draft or operational) against the EPA's published guidance.

**2.2.8. Provide technical, logistical, and administrative support to two EPA programs, 1) Wetlands and 2) Aquatic Resources, to assist state, tribal, and local partners in the development and application of tools and protocols for effective and responsible management by encouraging the protection and restoration of the aquatic ecosystem.** The types of support the contractor may provide include data collection and analysis (e.g., programmatic, economic, field based analyses), graphics presentations (e.g., Geographical Information Systems (GIS) applications), developing protocols and written guidance documents, and meeting support. The contractor shall provide recommendations, options, analyses, studies, peer review, database support, outreach material or training with regard to program implementation and requirements for compliance. All decisions and policy direction shall be the sole responsibility of the EPA.

**2.2.9 Database and spreadsheet development, data analysis, and data presentation capabilities--ability to access and use Federal data.** Provide support in: database and spreadsheet development, data analysis, and presentation of data from various federal agencies, such as the U.S. Departments of Agriculture, Interior, and Commerce. Data sources could include: the National Resources Inventory, U.S. Bureau of the Census, and National Water Quality Assessment. Analyses could include identifying areas of concern with regard to water quality problems, potential and existing NPS problems, and linkage of the two. National, water basin, state, and local-level analyses are all anticipated, as is presentation within a GIS environment.

**2.2.10 Manage the Section 319 Grants Reporting and Tracking System (GRTS):** The contractor will provide overall support to the GRTS in order to ensure proper operation and maintenance. (See also Section 2.5.5: “Support the Section 319 GRTS”.)

**2.2.11 NPS Management Measures for Design, Operation, and Maintenance.** Provide technical support in the design, operation, and maintenance of measures in the following areas. *Note that the technical support work relative to the structures referenced below involves analysis and evaluation activities, and it does not include physical construction work, or actual performance of maintenance or operation of the structures.*

1. Dams and impoundment structures, and how they can affect surface water quality and habitat;
2. Channelization and channel modifications, and how they can affect surface water quality and habitat;
3. Constructed wetlands and vegetated filter strips--and how they can affect surface water quality and habitat;
4. Wetlands/riparian protection (particularly those restored for functional, as well as mitigation, purposes);
5. Structures and other measures related to the treatment of nonpoint sources from agriculture, silviculture, urban development, mining, onsite wastewater treatment marinas and boating, and other sources of NPS pollution.

## **2.3 MONITORING PROGRAM & DATA MANAGEMENT TECHNICAL SUPPORT**

### **2.3.1 Monitoring Guidance and Technical Support.**

**2.3.1.1 Provide monitoring support (i.e., ambient, point, and NPS) at relevant scales (i.e., assessment unit, watershed, state, regional, national) to the EPA and, via the EPA, to its partners (states, tribes, local governments, territories, and other entities) in the characterization of water resource condition(s), evaluation(s), or stressors; developing and refining water quality standards; development, revision, and tracking of TMDLs progress towards meeting water quality standards; and evaluate TMDL assumptions and effectiveness and/or other watershed-based controls.** Perform actual water monitoring work on coastal, estuarine, and inland waters such as streams, rivers, lakes, ponds, reservoirs, and wetlands. For treatment of data, see “Deliverables”, Section 4.0; for Quality Assurance, see “Quality Assurance (QA) Requirements”, Section 2.6.

**2.3.1.2 Provide technical and logistical support to the EPA for the development and implementation of monitoring guidance to support multiple program and environmental management objectives.**

**Guidance should address requirements and needs outlined in the *Elements of a State Monitoring and Assessment Program*, such as appropriate network designs, indicators and methods, quality assurance, and data management.**

**Guidance should reflect program integration and coordination perspectives consistent with monitoring needs across programs and decision objectives.** The above guidance is dated March 2003 (EPA 841-B-03-003) and can be found at:

[http://www.cramwetlands.org/sites/default/files/Wetland\\_Elements\\_Final.pdf](http://www.cramwetlands.org/sites/default/files/Wetland_Elements_Final.pdf)

Provide technical support for the development of cost-effective monitoring strategies for the EPA, States, Tribes, and local governments. This may include strategic incorporation of new tools and techniques.

**2.3.1.3 Provide technical, logistical, and administrative support of EPA efforts with monitoring partners outside the Office of Water and/or the Agency.** Requests for contractor support could include: collaborative monitoring, such as surveys of the nation's waters, data sharing, improving method comparability, documenting method performance, developing tools for evaluating protection and restoration priorities, measuring progress toward program goals, and interpretation and reporting of information for use by the public and decision makers.

**2.3.1.4 Develop information, procedures, and tools that facilitate the incorporation of multi-source considerations into water quality screening and planning/decision analyses.**

**2.3.1.5 Provide support in the assessment and development of local/public participation programs for water quality assessment.**

**2.3.1.6 Provide technical support for the development of cost effective monitoring strategies for gathering field data.**

**2.3.1.7 Provide technical support in the assessment, development, and implementation of water and watershed indicators and scorecards to measure progress toward water quality goals.** The contractor will evaluate the roles and responsibilities of Federal, State/Tribal, and local governments in meeting objectives for point and NPS control, and develop reports and technology transfer tools to inform the public about progress toward water quality goals.

**2.3.1.8 Provide technical support, including user support, training, and maintenance, for current and future monitoring and assessment data systems and their geospatial layers (e.g., STORET, ATTAINS, NHD).**

**2.3.1.9 Support EPA workshops and training on data systems and GIS applications, GIS data development, and technical guidance on GIS applications.** The contractor shall develop training materials, conduct training sessions, and develop data layers associated with watershed-level and national-level analyses of water quality problems, including those related to nonpoint sources. The range of nonpoint sources will include agriculture, forestry, hydromodification, on-site disposal systems, marinas, and mining. The EPA makes numerous geospatial data sets available via the Geoplatform, the Geodata Gateway, and the Environmental Data Gateway. These sources should provide the primary source for geospatial data, and they shall be used prior to developing any new data layers.